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Speak directly with a claim professional 24 hours a day, 365 days a year

*Unless Your Policy Requires Written Notice or Reporting

CONDOMINIUM PAC

CONDO - 1-4 UNITS PER FIRE DIVISION



A Custom Insurance Policy Prepared for:

SECOND JEFFERSON GREEN HOMEOWNERS ASSOCIATION C/O IPM RESIDENTIAL, LLC 80137 ZANG ST ARVADA CO 80005

Presented by: SYNERGY INS ADVISORS



RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS

CONDOMINIUM PAC

BUSINESS: CONDO - 1-4 UNI

POLICY NO.: 680-9H963553-18-42

ISSUE DATE: 12/14/2018

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

SECOND JEFFERSON GREEN HOMEOWNERS ASSOCIATION C/O IPM RESIDENTIAL, LLC 80137 ZANG ST ARVADA CO 80005

2. POLICY PERIOD: From 12/15/2018 to 12/15/2019 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

ADDRESS (same as Mailing Address unless specified otherwise) PREM. BLDG. **OCCUPANCY** NO. NO.

001 3355 S. FLOWER STREET ALL42 - 4 UNIT

& 3325 S. GARRISON ST. BUILDINGS

> LAKEWOOD CO 80227

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING **COMPANIES**

COVERAGE PARTS AND SUPPLEMENTS

INSURING COMPANY TIL

Businessowners Coverage Part

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorse ments for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY NUMBER **POLICY INSURING COMPANY**

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium \$ 62,205.00

\$ Due at Inception \$ Due at Each

NAME AND ADDRESS OF AGENT OR BROKER COUNTERSIGNED BY:

SYNERGY INS ADVISORS DJZ52

10700 E GEDDES AVE STE 125

Authorized Representative

CO 80112 **ENGLEWOOD** DATE: 12/14/2018 IL TO 25 08 01 (Page 1 of 01)

Office: DENVER CO DOWN



BUSINESSOWNERS COVERAGE PART DECLARATIONS

CONDOMINIUM PAC POLICY NO.: 680-9H963553-18-42

ISSUE DATE: 12/14/2018

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

POLICY PERIOD:

From 12-15-18 to 12-15-19 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS	OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 5,000 per occurrence.

Building Glass: \$ 5,000 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

MP T0 01 02 05 (Page 1 of 2)

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001 BUILDING NO.: ALL

LIMIT OF INFLATION

COVERAGE INSURANCE VALUATION COINSURANCE GUARD BUILDING \$ 30,279,059 Blanket Limit RC* N/A 0.0%

*Replacement Cost

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

EFFECTIVE DATE: 12/15/2018

ISSUE DATE: 12/14/2018

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

	IL	T0	19	02	05	COMMON POLICY DECLARATIONS		
*	IL	T0	25	80	01	RENEWAL CERTIFICATE		
*	MP	T0	01	02	05	BUSINESSOWNERS COVERAGE PART DECLARATIONS		
*	IL	Т8	01	01	01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS		
	IL	Т3	15	09	07	COMMON POLICY CONDITIONS		
BUSI	NESS	OWI	IERS	3				
	MP	T1	30	02	05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN		
	MP	T1	02	02	05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM		
	MP	T1	03	02	05	AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE		
*	MP	T1	75	03	06	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES		
	MP	т3	25	01	15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE		
	MP	т3	50	11	06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION		
	MP	т3	56	02	08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS		
*	MP	T1	55	02	05	PERSONAL PROP COV ENHANCEMENTS EMPLOYEE DISHONESTY AND FORGERY OR ALTERATION		
						INCREASED LIMIT		
*			23			FUNGUS, ROT, BACTERIA AND OTHER CAUSES OF LOSS CHANGES		
	MP	Т9	70	03	06	POWER PAC ENDORSEMENT		
COMM	ERCI	AL	GEN	IER <i>I</i>	L LIABI	LITY		
	CG	тo	34	11	03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY		
						COVERAGE FORM CG 00 01 10 01		
					01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM		
	CG	D2	37	11	03	EXCLUSION - REAL ESTATE DEVELOPMENT ACTIVITIES -		
	aa	ъ2			0.2	COMPLETED OPERATIONS		
			55 09			AMENDMENT OF COVERAGE - POLLUTION		
			71			AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING		
	CG	υ÷	, 1	01	13	INJURY LIABILITY		
	CG	D0	37	04	05	OTHER INSURANCE - ADDITIONAL INSUREDS		
	CG	D1	86	11	03	XTEND ENDORSEMENT		
			03			AMEND - NON CUMULATION OF EACH OCC		
	CG	D4	13	04	08	AMEND COVG - POLLUTION-EQUIP EXCEPTION		
*	MP	T1	25	11	03	HIRED AUTO AND NON-OWNED AUTO LIABILITY		
	CG	D2	43	01	02	FUNGI OR BACTERIA EXCLUSION		
	CG	D2	56	11	03	AMENDMENT OF COVERAGE - PROPERTY DAMAGE		
	CG	D2	88	11	03	EMPLOYMENT-RELATED PRACTICES EXCLUSION		
			88 26			EMPLOYMENT-RELATED PRACTICES EXCLUSION EXCLUSION - UNSOLICITED COMMUNICATION		

^{*} TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

IL T8 01 01 01 PAGE: 1 OF 2

EFFECTIVE DATE: 12/15/2018

ISSUE DATE: 12/14/2018

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG	D3	56	05	14	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES
-		-	••		SUBJECT TO MOTOR VEHICLE LAWS
					SUBURCI TO MOTOR VEHICLE LAWS
CG	D4	21	07	80	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG	D6	18	10	11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION
					LAWS
CG	D7	46	01	15	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
					PERSONAL INFORMATION
CG	D0	76	06	93	EXCLUSION - LEAD
CG	D1	42	01	99	EXCLUSION - DISCRIMINATION
CG	D2	42	01	02	EXCLUSION - WAR
CG	Т4	78	02	90	EXCLUSION - ASBESTOS

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY

INTERLINE ENDORSEMENTS

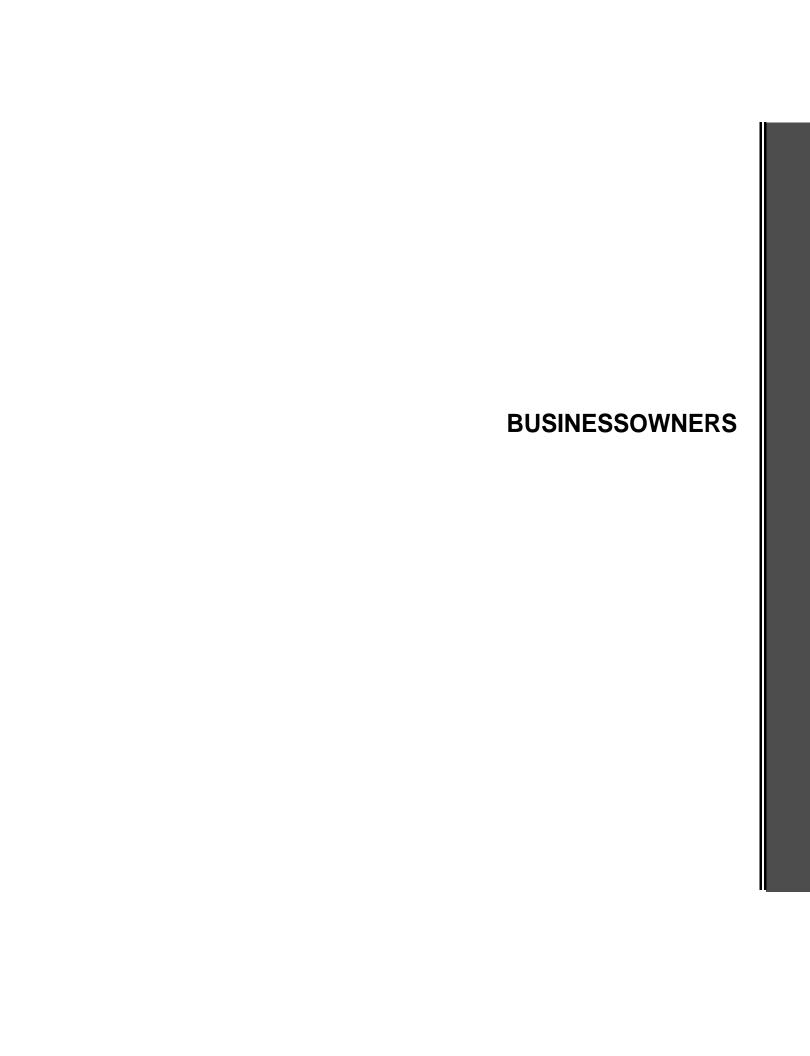
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD
	FORM)
IL 01 25 11 13	COLORADO CHANGES - CIVIL UNION
IL 01 69 09 07	COLORADO CHANGES - CONCEALMENT, MISREPRESENTATION OR
	FRAUD
IL 02 28 09 07	COLORADO CHANGES - CANCELLATION AND NONRENEWAL

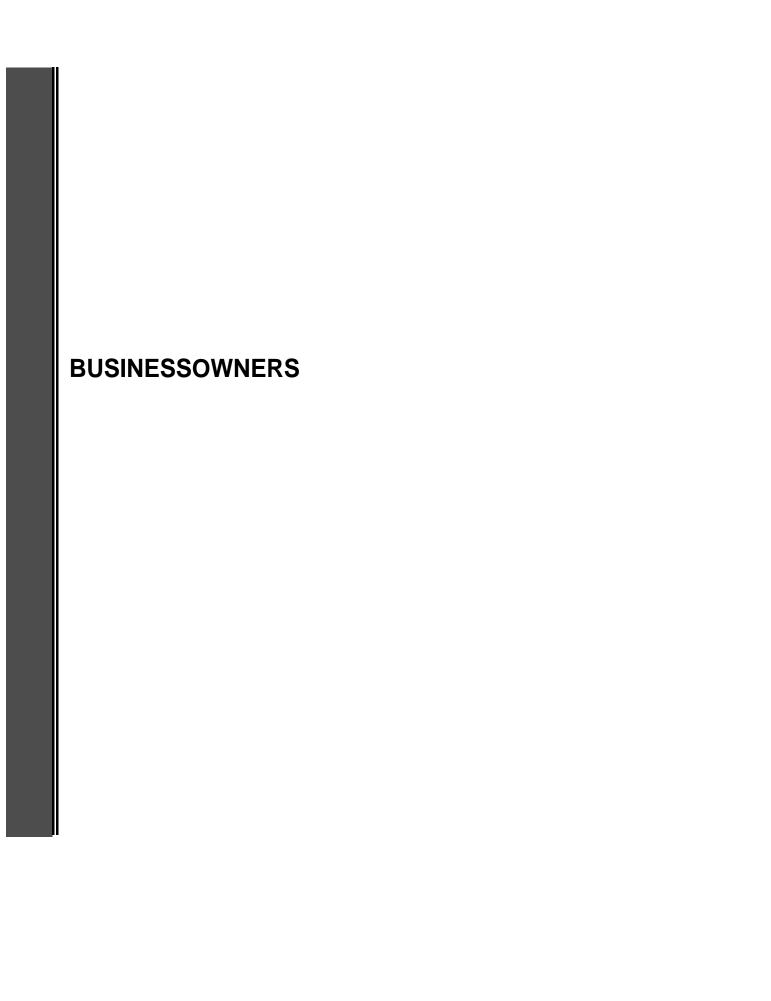
POLICY HOLDER NOTICES

*	PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND							
BROKER COMPENSATION									
	PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS							

IL T8 01 01 01 PAGE: 2 OF 2

^{*} TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

SCHEDULE

Percentage - enter 1%, 2%, 3%, 4%, 5% or 10%

ALL 5%

The Windstorm or Hail Deductible, as shown in the Schedule, applies to loss of or damage to Covered 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 the Windstorm or Hail, such loss or damage will be considered to be caused by Windstorm or Hail and therefore part of the Windstorm or Hail occurrence.

With respect to Covered Property at a described premises identified in the Schedule, no other deductible applies to the Windstorm or Hail.

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

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

A. All Policies

1. A Windstorm or Hail Deductible is calculated separately for, and applies separately to:

a. Each building, if two or more buildings sustain loss or damage;

Windstorm or Hail Deductible

- **b.** The building and to personal property in that building, if both sustain loss or damage;
- **c.** Personal property at each building, if personal property at two or more buildings sustains loss or damage;
- **d.** Personal property in the open.
- 2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Windstorm or Hail Deductible. We will then pay the amount of loss or damage in excess of that Deductible. But we will not pay more than the applicable Limit of Insurance.

B. Calculation Of The Deductible – Specific Insurance

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 4%, 5% or 10% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

C. Calculation Of The Deductible – Blanket Insurance

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 4%, 5% or 10% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the Statement of Values on file with us. If there is no Statement of

Values on file with us, then the value(s) to be used will be the value of the property at the time of loss.

D. Calculation Of The Deductible – Property Covered Under The Newly Acquired or Constructed Property Additional Coverage

The following applies when property is covered under the **Newly Acquired or Constructed Property** Additional Coverage:

In determining the amount, if any, that we will pay for loss or damage to such property, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Schedule.

EXAMPLES - APPLICATION OF DEDUCTIBLE

Example #1 - Specific Insurance

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The value of the damaged building at time of loss is \$100,000. The value of the business personal property in that building is \$80,000.

The **actual** Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

Building

Step (1): \$80,000 X 2% = \$1,600

Step (2): \$60,000 - \$1,600 = \$58,400

Business Personal Property

Step (1) \$64,000 X 2% = \$1,280

Step (2): \$40,000 - \$1,280 = \$38,720

The most we will pay is \$97,120 (\$58,400 + \$38,720).

The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).

Example #2 - Specific Insurance

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The **actual** Limits of Insurance on the damaged property are \$100,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

Building

Step (1): $$100,000 \times 2\% = $2,000$

Step (2): \$60,000 - \$2,000 = \$58,000

Business Personal Property

Step (1) \$64,000 X 2% = \$1,280

Step (2): \$40,000 - \$1,280 = \$38,720

The most we will pay is \$96,720 (\$58,000 + \$38,720). The portion of the total loss that is not covered due to the application of the Deductible is \$3,280 (\$2,000 + \$1,280).

Example #3 - Blanket Insurance

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000) as shown in the Declarations is \$2,000,000.

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%.

Building #1

Step (1): \$500,000 X 2% = \$10,000

Step (2): \$40,000 - \$10,000 = \$30,000

Building #2

Step (1): \$500,000 X 2% = \$10,000

Step (2): \$20,000 - \$10,000 = \$10,000

The most we will pay is \$40,000 (\$30,000 + \$10,000). The portion of the total loss that is not covered due to the application of the Deductible is \$20,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DISHONESTY AND FORGERY OR ALTERATION INCREASED LIMIT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

- A. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:
 - 1. The limit applicable to the **Additional Coverage Employee Dishonesty** is increased from \$25,000 to \$ 150,000.
 - 2. The limit applicable to the **Additional Coverage Forgery or Alteration** is increased from \$25,000 to \$ 150,000.

POLICY NUMBER: 680-9H963553-18-42

BUSINESSOWNERS
ISSUE DATE: 12/14/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS, WET ROT, DRY ROT AND OTHER CAUSES OF LOSS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE PART

Α.	S	CH	IED	U	LE

Limited "Fungus", Wet Rot or Dry Rot Coverage:

Direct Damage Limit of Insurance

\$15,000 OR \$25,000 \$50,000 \$100,000 \$250,000

- **B.** The EXCLUSIONS contained in Section **B.** of the BUSINESSOWNERS PROPERTY COVERAGE FORM are amended as follows:
 - **1.** The following exclusion is added to **B.1.**:

"Fungus", Wet Rot or Dry Rot

a. We will not pay for loss or damage, or any increase in the amount of loss or damage, caused directly or indirectly by or resulting from the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot.

But if "fungus", wet rot or dry rot results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet rot or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage Limited "Fungus", Wet Rot or Dry Rot in Section C.1. below of this endorsement with respect to loss or damage by a cause of loss other than fire or lightning.
- **2.** The exclusions contained in **B.2.** are amended as follows:
 - **a.** Under exclusion **B.2.d.(2),** reference to fungus, wet rot or dry rot, mold is deleted.
 - **b.** Exclusion **B.2.f.** is deleted and replaced by the following:

We will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 days or more.

- C. The Additional Coverages contained in Section A.6. of the BUSINESSOWNERS PROPERTY COVERAGE FORM are amended as follows:
 - **1.** The following Additional Coverage is added:

Additional Coverage – Limited "Fungus", Wet Rot or Dry Rot

- **a.** The coverage described in **b.** and **c.** below only applies when the "fungus", wet rot or dry rot is the result of a "specified cause of loss", other than fire or lightning, that occurs during the policy period and only if all reasonable means have been used to save and preserve the property from further damage at the time of and after that occurrence.
- **b.** Limited "Fungus", Wet Rot or Dry Rot Direct Damage
 - (1) We will pay for direct physical loss or damage to Covered Property caused by "fungus", wet rot or dry rot, including:
 - (a) The cost of removal of the "fungus", wet rot or dry rot;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet rot or dry rot; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that

MP T3 23 08 06 Page 1 of 3

"fungus", wet rot or dry rot are present.

- (2) The coverage described in **b.(1)** above is limited to \$15,000, or the limit of insurance shown in the Schedule of this endorsement for Limited "Fungus", Wet Rot or Dry Rot Coverage - Direct Damage. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage under this coverage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet rot or dry rot, we will not pay more than a total of this annual limit even if the "fungus", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.
- (3) The coverage provided under this Limited "Fungus", Wet Rot or Dry Rot Coverage Direct Damage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet rot or dry rot, and other loss or damage, we will not pay more for the total of all loss or damage than the applicable Limit of Insurance on the Covered Property.
- (4) If there is covered loss or damage to Covered Property that is not caused by "fungus", wet rot or dry rot, loss payment will not be limited by the terms of this Limited "Fungus", Wet Rot or Dry Rot Coverage Direct Damage, except to the extent that "fungus", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited "Fungus", Wet Rot or Dry Rot Coverage Direct Damage.
- **c.** Limited "Fungus", Wet Rot or Dry Rot Coverage Business Income and Extra Expense

The following Limited "Fungus", Wet Rot or Dry Rot Coverage provisions for Business Income and Extra Expense apply only if Business Income and/or Extra Ex-

pense coverage applies to the described premises and only if the suspension of "operations" satisfies all of the terms of the applicable Business Income and/or Extra Expense coverage:

- (1) If the loss which results in the "fungus", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension of "operations" is necessary due to loss or damage to property at the described premises caused by "fungus", wet rot or dry rot, then our payment for Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- (2) If a covered suspension of "operations" is caused by loss or damage at the described premises by other than "fungus", wet rot or dry rot, but remediation of "fungus", wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay, regardless of when such a delay occurs during the "period of restoration", but such coverage is limited to 30 days. The days need not be consecutive.

The coverage provided under this Limited "Fungus", Wet Rot or Dry Rot Coverage – Business Income and Extra Expense is included in, and not in addition to any limit or description of coverage for Business Income shown on the Businessowners Coverage Part Declarations or under the Extra Expense Additional Coverage.

- d. The terms of this Limited Coverage do not increase or reduce the coverage under the Water Damage, Other Liquids, Powder or Molten Damage Additional Coverage Extension or the coverage provided for collapse of buildings or structures under the Collapse of Buildings exclusion.
- **D.** The DEFINITIONS contained in Section **G.** are amended as follows:
 - **1.** The definition of "Specified Causes of Loss" is deleted and replaced by the following:

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil

Page 2 of 3 MP T3 23 08 06

commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse as defined below; volcanic action; falling objects as limited below; weight of snow, ice or sleet; and water damage as defined below; all only as otherwise insured against in this Coverage Form.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - **(2)** Sinking or collapse of land into manmade underground cavities.
- **b.** Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The "interior of a building or structure", or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

When the Causes of Loss – Earthquake endorsement, Causes of Loss – Earthquake Sprinkler Leakage endorsement or Causes of Loss – Broad Form Flood endorsement is included in this policy, "specified causes of loss" also includes such cause of loss, but

- only to the extent such cause of loss is insured against under this Coverage Form.
- **2.** The following definition is added:

"Fungus" means any type or form of fungus, including but not limited to mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

E. Ordinance or Law Coverage Change

Under:

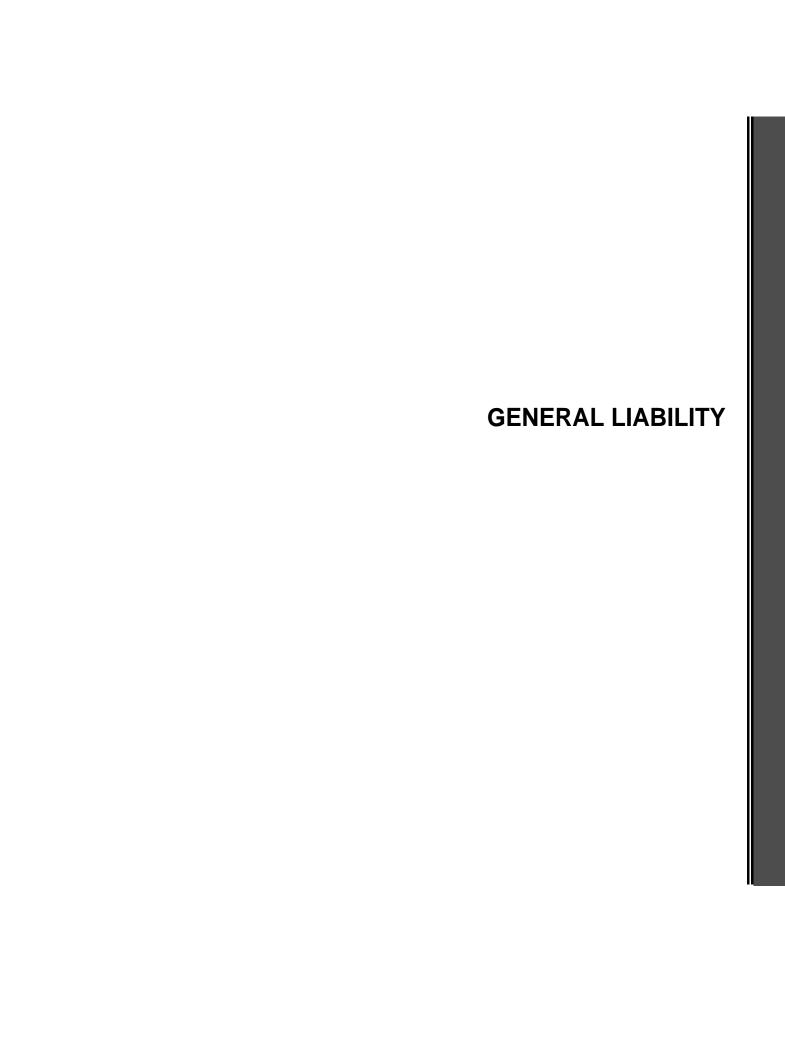
- The ordinance or law coverage in Section A.6.i. Increased Cost of Construction of the Businessowners Property Coverage Form;
- Ordinance or Law Coverage endorsement MP T1 35; and
- Any other Ordinance or Law coverage or Ordinance or Law – Increased "Period of Restoration" coverage provided under this Coverage Part;

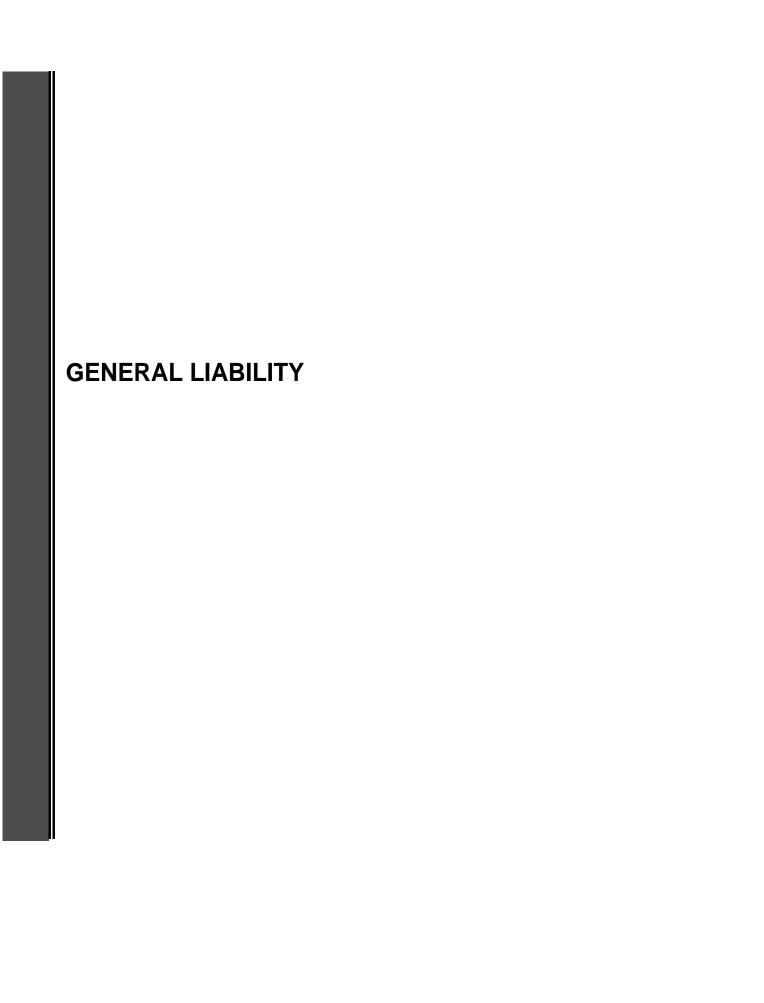
the following exclusion is added:

This coverage does not apply to:

- a. Loss caused by or resulting from the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot; or
- **b.** Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus", wet rot or dry rot.

MP T3 23 08 06 Page 3 of 3





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE

ADDITIONAL PREMIUM

Hired Auto Liability \$ INCLUDED Nonowned Auto Liability \$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under Section I -Coverage A - Bodily Injury And Property Damage Liability applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

- 1. The exclusions, under Section I Coverage A - Bodily Injury And Property Damage Liability, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
 - **a.** "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
 - **b.** "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured;
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II - Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- **1.** You:
- 2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee:
 - **b.** Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - **c.** Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - **d.** Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more:

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- **f.** Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto": or
- **3.** Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.** or **2.** above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph **f.**:

Paragraph **f.** does not include that part of any contract or agreement:

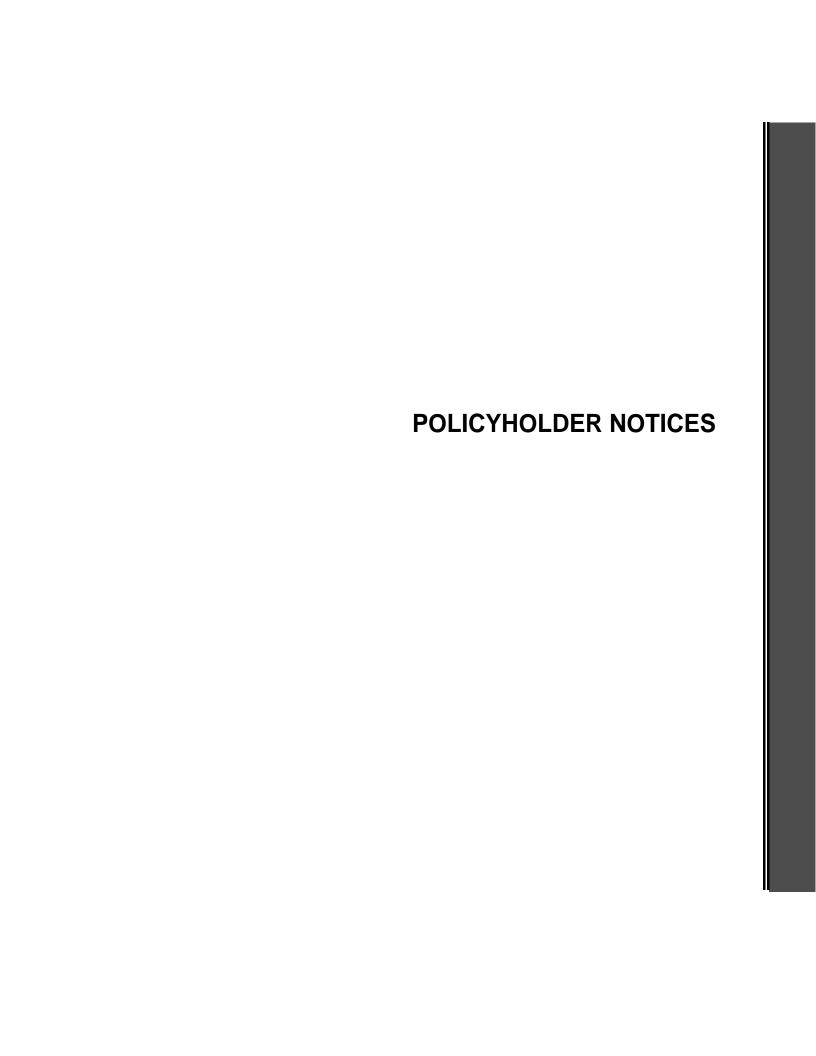
- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

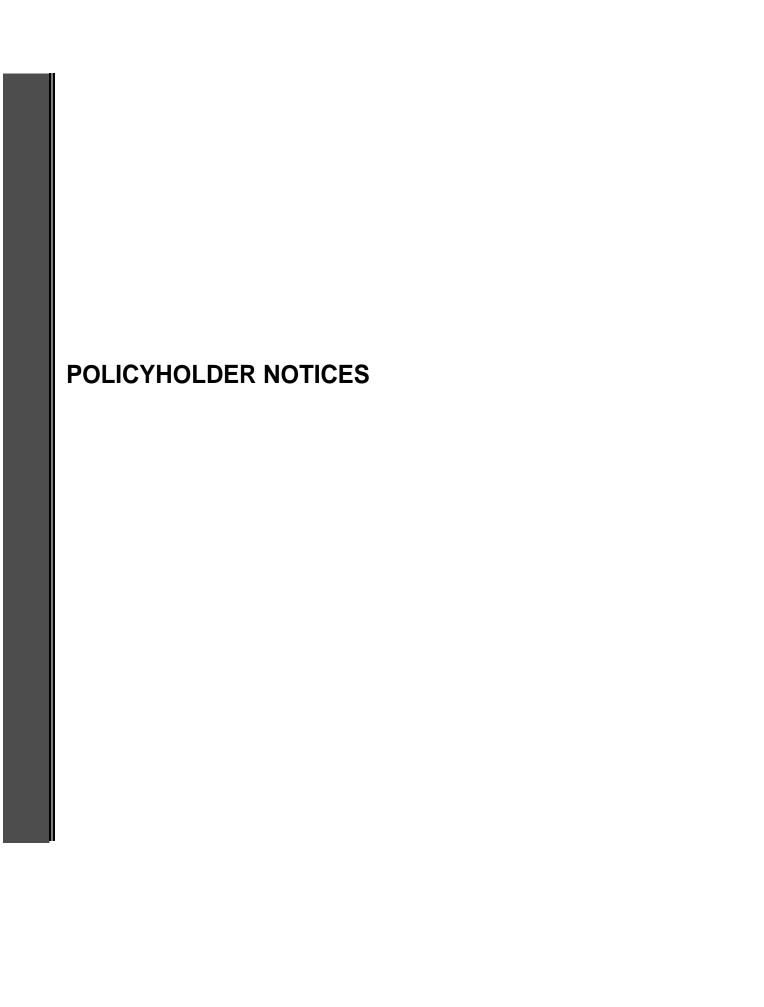
E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- **2.** "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - **a.** Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - **b.** Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".





IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

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PN T4 54 01 08 Page 1 of 1



IMPORTANT INFORMATION FOR MASTER PAC POLICYHOLDERS

Dear Policyholder:

Enclosed is your Travelers Master Pac Renewal Certificate. An asterisk on the Listing of Forms, Endorsements and Schedule Numbers, IL T8 01, indicates forms that are included with this year's renewal. Any forms previously attached to your policy that are not shown on that listing no longer apply.

Please put the Certificate and the attached forms with your policy as soon as possible. If you have misplaced your policy, please contact your agent for a copy.