# 96

# AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. MADISON, WISCONSIN 53783-0001

# COMMERCIAL GENERAL LIABILITY COVERAGE PART **DECLARATIONS**

**POLICY NUMBER** 05 xM9962-01 COMPANY CODE 0022-BLBK-CO

NAMED

COUNTRYPLACE ESTATES HOMEOWNERS ASSOCIATION

INSURED

C/O HIGH PLAINS HOA MANAGEMENT

MAILING

PO BOX 898

ADDRESS CLIFTON CO 81520-0898

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS) \$2,000,000 \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT PERSONAL & ADVERTISING INJURY LIMIT \$1,000,000 \$1,000,000 EACH OCCURRENCE LIMIT DAMAGE TO PREMISES RENTED TO YOU LIMIT - ANY ONE PREMISES \$100,000 \$5,000 MEDICAL EXPENSE LIMIT - ANY ONE PERSON

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION 0001

PREMISES 001

637 NORTH AVE

GRAND JUNCTION MESA COUNTY CO 81501-7513

CLASSIFICATION

**PREMIUM** BASIS RATE CODE DESCRIPTION PR/ ALL OTHER CO 09030 HOMEOWNERS ASSOCIATION PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT 106

3.437

(A) (007)

A=EACH ONE

007=UNITS

APPLICABLE ENDORSEMENT CHARGES

\$118.00

**ADVANCE PREMIUM** 

PR/

CO

ALL

**OTHER** 

\$364.00

**TOTAL ADVANCE PREMIUM** 

\$482.00

Forms and endorsements applying to this coverage part and made part of this policy at time of issue:

CG	21	75	01	15	CG	74	01	07	03	CG	03	00	01	96	IL	00	21	07	02	IL	75	26	12	05
					IL																			
CG	21	67	12	04	CG	77	14	04	02	CG	00	01	12	07	CG	21	47	12	07	CG	77	04	07	10
TI	09	85	01	15	TI.	75	40	03	16	IL	01	25	11	13	CG	21	06	05	14					

AGENT 138-307 JEFFERY CRANDELL 2710 PATTERSON RD STE A CO GRAND JUNCTION

81506-4140

PAGE 01 **BRANCH CFR** ENTRY DATE 03/30/2022

Stock No. 05981

02 - 12

CG AF 01 08 18

**INSURED** 

POLICY NUMBER: 05 XM9962-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE						
Coverage	Amount and Basis of Deductible PER CLAIM or PER OCCURR					
Bodily Injury Liability	\$	\$				
OR						
Property Damage Liability	\$ 500	\$				
OR						
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$				

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):-

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
  - 1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1) "Bodily injury";
      - (2) "Property damage"; or
      - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

- 2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
  - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
  - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
  - Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
    - (1) "Bodily injury";
    - (2) "Property damage"; or
    - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- C. The terms of this insurance, including those with respect to:
  - 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### E. Limits Of Insurance

For the purposes of this endorsement only, **Section III – Limits Of Insurance** is replaced by the following:

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the Each Occurrence Limit shown in the Declarations.

## F. Changes In Conditions

For the purposes of this endorsement only, Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions is replaced by the following:

05 XM9962-01

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

### G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.



# AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. MADISON, WISCONSIN 53783-0001

# NON-PROFIT DIRECTORS AND OFFICERS LIABILITY POLICY **DECLARATIONS**

POLICY NUMBER 05XM996202

CUSTOMER BILLING ACCOUNT

015-337-364 33

NOTICE THIS IS A CLAIMS-MADE POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

NAMED

COUNTRYPLACE ESTATES HOMEOWNERS ASSOC INC

**ORGANIZATION** 

MAILING

C/O HIGH PLAINS HOA MANAGEMENT

**ADDRESS** 

PO BOX 898

CLIFTON, CO 81520-0898

**POLICY PERIOD** 

FROM

06-25-2022

TO

06-25-2023

FORM OF BUSINESS

CORPORATION

**BUSINESS DESCRIPTION** 

Condominium Association - Residential

12:01 A.M. Standard Time at your mailing address shown above.

LIMIT OF LIABILITY

Aggregate for Coverage A, B and C, including "claims expenses"

\$1,000,000

RETENTION AMOUNTS

Coverage A (each claim)

NONE NONE

Coverage B (each claim) Coverage C (each claim)

NONE

RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO A "CLAIM" ARISING OUT OF A "WRONGFUL ACT" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE (Coverages A and B):

06-25-2008

RETROACTIVE DATE (Coverages C):

06-25-2008

PENDING OR PRIOR LITIGATION DATE

PENDING OR PRIOR DATE (Coverages A and B): 06-25-2008 PENDING OR PRIOR DATE (Coverages C):

06-25-2008

**EXTENDED REPORTING PERIOD** 

ADDITIONAL PERIOD (Number of Months)

None unless added by endorsement to the policy.

TOTAL DIRECTORS AND OFFICERS PREMIUM

\$90.00

TOTAL ADVANCE PREMIUM

\$125.00 MINIMUM

Forms and endorsements applying to and made part of this policy at time of issue:

IL 09 85 01 15 NP 00 03 10 06 NP 21 15 01 15 IL 75 26 12 05 NP 02 28 11 13 NP 28 02 04 03

NP 71 04 12 05

NP 00 00 08 18 NP 21 10 04 03 NP 28 05 04 03 NP 00 01 12 05 NP 21 12 04 03 NP 71 02 12 05

NP 71 07 12 05

NP 71 03 12 05 AUTHORIZED REPRESENTATIVE

Willia B. Westert President

Secretary

COUNTERSIGNED

LICENSED RESIDENT AGENT

**AGENT 138-307** JEFFERY CRANDELL 2710 PATTERSON RD STE A GRAND JUNCTION, CO 81506-4140 PHONE 1-970-257-1160 PAGE

01

**BRANCH ENTRY DATE**  UNATRE RENW 03-30-2022



# AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

### **COMMON DECLARATIONS**

POLICY NUMBER
05 XM9962-01

COMPANY CODE 0022-BLBK-CO CUSTOMER BILLING ACCOUNT 015-337-364 33

NAMED

COUNTRYPLACE ESTATES HOMEOWNERS ASSOCIATION

INSURED

C/O HIGH PLAINS HOA MANAGEMENT

MAILING

PO BOX 898

**ADDRESS** 

CLIFTON CO 81520-0898

**POLICY PERIOD** 

FROM 06/25/2022 TO 06/25/2023

12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:

CORPORATION

**BUSINESS DESCRIPTION:** 

HOA

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated, this premium may be subject to adjustment.

PREMIUM

COMMERCIAL GENERAL LIABILITY COVERAGE PART

\$482.00

TOTAL PREMIUM

\$482.00

AUTHORIZED REPRESENTATIVE William B. Westert



COUNTERSIGNED LICENSED RESIDENT AGENT



1-800-MY AMFAM® (692-6326)

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. 2710 PATTERSON RD STE A GRAND JUNCTION, CO 81506-4140

Your Insurance Coverage Summary



000256EC108GAA4021112252 138307 0G1 COUNTRYPLACE ESTATES HOMEOWNERS ASSOCINC C/O HIGH PLAINS HOA MANAGEMENT PO BOX 898 CLIFTON, CO 81520-0898

**Advance Notice of** Renewal Premium

April 22, 2022

# COUNTRYPLACE ESTATES HOMEOWNERS ASSOCINC

Thank you for allowing American Family to insure your business. We appreciate your trust and confidence. Listed below are the principal coverages and limits that will apply for the renewal term shown on this coverage summary letter. Please take a minute to review them to be sure they are adequate for your needs. If you would like to discuss your policy coverages and limits, or if you have any questions, please don't hesitate to contact me.

Policy Period:

06-25-2022 TO 06-25-2023

Customer Billing Account:

015-337-364 33

NON-PROFIT DIRECTORS & OFFICERS LIABILITY POLICY Policy Type:

Policy Number: 05XM996202

Total Advance Renewal Premium:

\$125.00

PLEASE DO NOT SEND MONEY \*\* INFORMATIONAL ONLY

# NON-PROFIT DIRECTORS & OFFICERS LIABILITY COVERAGE

Notice: This is a Claims Made Policy. See Section VI - Conditions, B. Extended Reporting Period of the Policy for information concerning the optional purchase of the Extended Reporting Period coverage for claims made after the cancellation or non-renewal of the policy.

#### LIMIT OF LIABILITY

Aggregate for Coverage A, B, and C including "claims expenses"

\$1,000,000

### RETENTION AMOUNTS

Coverage A (each claim) NONE Coverage B (each claim) NONE Coverage C (each claim) NONE

#### RETROACTIVE DATE

This insurance does not apply to a "Claim" arising out of a "Wrongful Act" which occurs before the Retroactive Date, If any, shown below

Retroactive Date (Coverages A and B): 06-25-2008 Retroactive Date (Coverages C): 06-25-2008

## PENDING OR PRIOR LITIGATION DATE

Pending or Prior Date (Coverages A and B): 06-25-2008 Pending or Prior Date (Coverages C): 06-25-2008

> continued Page 1 of 2





# AMERICAN FAMILY INSURANCE GROUP 6000 AMERICAN PKWY • MADISON, WISCONSIN 53783-0001

# OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

## Dear Policyholder:

Thank you for insuring with American Family Insurance. This notice provides you with important information about the Terrorism Risk Insurance Program Reauthorization Act of 2015. Please read the information below about the act and notify American Family if you wish to change your previous decision regarding acceptance or rejection of the coverage for "certified acts of terrorism."

# Some Background

On Nov. 26, 2002, President Bush signed the Terrorism Risk Insurance Act into law, which requires insurance carriers to make coverage available to policyholders for losses due to "certified acts of terrorism." This law has been reauthorized since then, and the latest reauthorization occurred in January of 2015 when President Obama signed the Terrorism Risk Insurance Program Reauthorization Act of 2015 into law. The most recent reauthorization extends the current program for six years.

As an American Family customer, you have the right, under the recently reauthorized law, to purchase insurance coverage for losses resulting from "certified acts of terrorism," which are defined as: any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism. The criteria contained in that law for certifying an act of terrorism includes the following:

- The act is a violent act or an act that is dangerous to human life, property or infrastructure;
- The act results in aggregate property and casualty insurance losses in excess of \$5 million; and
- The act is 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.

### **Further Explanation**

Where coverage is provided under the act for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government as established by the act. You should also understand that your policy may contain exclusions (not part of the act) that might affect your coverage. For example, if a "certified act of terrorism" occurs and results in damage that you're not covered for under other portions of your policy, the terrorism coverage may not apply to the loss because you need to have underlying coverage to qualify for a "certified act of terrorism" loss covered by the act.

You should also be aware that the reauthorized act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" to \$100 billion per calendar year. What this means is, if the combined insured losses for all insurers exceeds \$100 billion, your coverage may be reduced due to the cap.

Per the act, the United States government reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020, of Certified Terrorism losses exceeding the statutorily established deductibles paid by American Family Insurance. Information regarding the premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the act.

