# 00000 002006 000580 0580 00000

# **BUSINESSOWNERS POLICY**

Non-assessable policy Issued by

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

6000 American Pkwy Madison WI 53783-0001 (608) 249-2111 Member of American Family Insurance Group



**POLICY NUMBER** 05XH559703

BUSINESSOWNERS POLICY **DECLARATIONS** 

**CUSTOMER BILLING ACCOUNT** 

013-012-932 88

NAMED

SUN GATE CONDOMINIUM ASSOCIATION INC

INSURED

C/O WESTERN SLOPE MANAGEMENT INC

MAILING **ADDRESS** 

4216 S WASHINGTON ST STE 307

ENGLEWOOD, CO 80113-4758

**POLICY PERIOD** 

FROM

11-10-2017

T0

11-10-2018

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

FORM OF BUSINESS CORPORATION

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.

### SECTION I PROPERTY

ALL PROPERTY COVERAGES ARE SUBJECT TO THE FOLLOWING:

**COVERED CAUSES OF LOSS** SPECIAL - RISK OF DIRECT PHYSICAL LOSS

COVERAGE PROVIDED INSURANCE AT THE FOLLOWING DESCRIBED PREMISES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN UNLESS COVERAGE IS PROVIDED BY AN ENDORSEMENT.

**DESCRIPTION OF PREMISES** 

PREMISES NO.

BUILDING NO. 001 0001

LOCATION

304 STREAMSIDE LN

FRISCO, CO 80443

**BUILDING INTEREST** 

LEASED TO OTHERS

PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE

NUMBER OF UNITS

4

CONSTRUCTION

FRAME

YEAR BUILT

2005

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL

CERTIFIED ACTS OF TERRORISM

\$23.00

POLICY PROPERTY DEDUCTIBLE

\$1,000

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE

\$500

EARTHQUAKE PERCENTAGE DEDUCTIBLE

15%

**COVERAGE** 

LIMIT OF INSURANCE

**PREMIUM** 

BUILDING

\$755,864

\$913.00

REPLACEMENT COST

AGENT 166-301

PHONE

**INSURED** 

PAGE

0001

KRISTIN BANGERT-DALLA AGENCY, INC. 2103 S WADSWORTH BLVD STE 102

303-986-6661

BRANCH **RAB024** REI ENTRY DATE 09-11-2017

LAKEWOOD, CO 80227-2484



### AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

4%

MADISON, WISCONSIN 53783-0001

### **BUSINESSOWNERS POLICY DECLARATIONS**

**POLICY NUMBER** 05XH559703

**CUSTOMER BILLING ACCOUNT** 

013-012-932 88

**AUXILIARY BUILDINGS/STRUCTURES** 

REPLACEMENT COST

SEE BP 85 11

\$47.00

**BUSINESS PERSONAL PROPERTY** 

REPLACEMENT COST

AUTOMATIC INCREASE IN COVERAGE

\$1,603

\$2.00

**ADDITIONAL COVERAGE** 

**BUSINESS INCOME** 

LIMIT OF INSURANCE

**PREMIUM** 

**ACTUAL LOSS SUSTAINED** 

INCLUDED

**OPTIONAL COVERAGES** 

MECHANICAL BREAKDOWN

LIMIT OF INSURANCE

**PREMIUM** 

**INCLUDED** 

\$108.00

OTHER COVERAGES OR OPTIONS

**EARTHQUAKE** 

LIMIT OF INSURANCE

**INCLUDED** 

**PREMIUM** 

\$41.00

Property forms and endorsements applying to this premises and made part of this policy at time of issue: Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 17 09 15 BP 85 11 12 08

BP 10 03 01 06

BP 84 10 07 98

BP 84 11 07 98

MORTGAGEHOLDER

LOAN NO. 3063309

**BUILDING NO.** PREMISE NO.

FIRST BANK

ITS SUCCESSORS AND/OR ASSIGNS

10403 W COLFAX AVE

LAKEWOOD, CO 80215-3811

0002

001

APPLICABLE PROPERTY ENDORSEMENT CHARGES

\$318.00

TOTAL ADVANCE PROPERTY PREMIUM

\$2,558.00

Property forms and endorsements applying to all premises and made part of this policy at time of issue: Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 06 01 01 07

BP 83 01 07 98

BP 83 02 01 07

### SECTION II LIABILITY AND MEDICAL EXPENSES

Except for Damage To Premises Rented To You, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II Liability in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.



AGENT 166-301

KRISTIN BANGERT-DALLA AGENCY, INC.

2103 S WADSWORTH BLVD STE 102 LAKEWOOD, CO 80227-2484

**PHONE** 

PAGE

0003

303-986-6661

BRANCH-RAB024

REI

ENTRY DATE 09-11-2017

**BUSINESSOWNERS** BP 01 81 11 13

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

### **COLORADO CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

- A. Section II- Liability is amended as follows: The term "spouse" is replaced by the following: Spouse or party to a civil union recognized under Colorado law.
- B. Section III Common Policy Conditions is amended as follows:
  - Paragraph A.2. Cancellation is replaced by the following:
    - 2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
      - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      - 30 days before the effective date of cancellation if we cancel for any other
  - The following is added to Paragraph A. Cancellation:
    - Cancellation of Policies in Effect for 60 Days or More
      - If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice cancellation:
        - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
        - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance: or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

- Paragraph C. Concealment, Misrepresentation Or Fraud is replaced by the following:
  - C. Concealment, Misrepresentation Or Fraud We will not pay for any loss or damage in any case of:
    - Concealment or misrepresentation of a material fact; or
    - Fraud;

Committed by you or any other insured at any time and relating to coverage under this policy.

The following Paragraph is added and supersedes any other provision to the contrary:

### **NONRENEWAL**

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written no- tice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

The following paragraph is added:

### INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- Nonpayment of premium;
- A false statement knowingly made by the insured on the application for insurance; or
- A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such

If notice is mailed, proof of mailing will be sufficient proof of notice.



# Your Insurance Coverage Summary

### AMERICAN FAMILY MUTUAL INSURANCE COMPANY **Advance Notice of Renewal Premium**

September 12, 2017



166-301 9400000124A000254+ 36 SUN GATE CONDOMINIUM ASSOCIATION INC C/O Western Slope Management Inc 4216 S WASHINGTON ST STE 307 ENGLEWOOD, CO 80113-4758

### SUN GATE CONDOMINIUM ASSOCIATION INC

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:

11-10-2017 TO 11-10-2018

Customer Billing Account:

013-012-932 88

Policy Type: BUSINESSOWNERS POLICY Policy Number: 05XH559703 Total Advance Renewal Premium:

\$2,586.00

PLEASE DO NOT SEND MONEY \*\* INFORMATIONAL ONLY

Total Advance Renewal Premium Summary:

Premises 1 304 STREAMSIDE LN

FRISCO, CO 80443

\$1,371.00

2 300 Streamside Ln Bldg 3 Frisco CO 80443 Premises

FRISCO, CO 80443

\$1,215.00

Certified Acts of Terrorism

If you accepted the offer of coverage, this premium is included in the Total Advance Premium.

\$46.00

Section I Property Coverage

Limit Of Insurance

Description Of Premises

Premises No.

304 STREAMSIDE LN Location

FRISCO, CO 80443

Occupancy

Condominium Association - Residential without Mercantile

Number Of Units

Building Interest Leased to Others

Construction Frame

Certified Acts of Terrorism

\$23

Buildings, Auxiliary Buildings/Structures, Business Personal Property and Auxiliary Buildings Business Personal Property may have been increased by inflation protection.



POLICY NUMBER: 05xH559703

BUSINESSOWNERS BP 85 11 12 08

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. BUILDING AND BUSINESS PERSONAL PROPERTY CHANGES

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM** 

		SCHEDULE*		
Premises No.	Building No.	Auxiliary Building/Structure Description	Auxiliary Buildings Bu Building/ Personal Pro Structure Limit Limit	siness
1	1	PARKING AND STORAGE	\$48,974	
2	1	PARKING AND STORAGE	\$48,974	



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

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

### **COLORADO CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

- A. Section II- Liability is amended as follows: The term "spouse" is replaced by the following: Spouse or party to a civil union recognized under Colorado law.
- B. Section III Common Policy Conditions is amended as follows:
  - Paragraph A.2. Cancellation is replaced by the following:
    - If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least;
      - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      - 30 days before the effective date of cancellation if we cancel for any other reason.
  - 2. The following is added to Paragraph A. Cancellation:
    - Cancellation of Policies in Effect for 60 Days or More
      - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
        - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
        - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

- 3. Paragraph C. Concealment, Misrepresentation Or Fraud is replaced by the following:
  - C. Concealment, Misrepresentation Or Fraud
    We will not pay for any loss or damage in any case of:
    - Concealment or misrepresentation of a material fact; or
    - 2. Fraud:

Committed by you or any other insured at any time and relating to coverage under this policy.

4. The following Paragraph is added and supersedes any other provision to the contrary:

### NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written no- tice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following paragraph is added:

# INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- a. Nonpayment of premium;
- b. A false statement knowingly made by the insured on the application for insurance; or
- c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change. If notice is mailed, proof of mailing will be sufficient proof of notice.





AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. 2103 S WADSWORTH BLVD STE 102 LAKEWOOD CO 80227-2484



July 17, 2017



0010067197EC143HAA100 166-301 000 SUN GATE CONDOMINIUM ASSOCIATION INC C/O WESTERN SLOPE MANAGEMENT INC 4216 S WASHINGTON ST STE 307 ENGLEWOOD CO 80113-4758

### REGARDING YOUR BUSINESSOWNERS POLICY

### State law required changes to your policy

Please review the information below and contact your agent with any questions

Policy number	F-44 41 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -	14 (A) 15	14.7	14 to 1 do to 2	
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05XH-5597-03	11/10/2017				
227.11.1.0001.00	11/10/2011		たんしょうし かんりょう かんじょ	to the first that the first time	
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American Family Insurance is committed keeping you informed of changes to your policy as they arise.

We are writing to let you know about a change that will be made to the Colorado Changes Endorsement, which is a part of your policy. The following change is being made so your policy will conform to Colorado state law:

 The term spouse is being replaced with the following: "Spouse or party to a civil union recognized under Colorado law."

This change is being made because Colorado state law requires that a privilege or right granted to married couples must also be granted to individuals who are in a civil union recognized under Colorado law.

The Colorado state law that requires this change to your endorsement has been in effect since May 1, 2013 and all affected claims have been processed in accordance with this law since that time.

This change will not affect what you pay for your insurance.

We have enclosed a copy of this endorsement for your records and review.

Your agent is available to answer any questions you may have regarding this endorsement. You can contact your agent using the information listed below, or call us at 1-800-MY AMFAM (800-692-6326). Thank you.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

Your American Family Agent is: KRISTIN BANGERT-DALLA AGENCY, INC. 2103 S WADSWORTH BLVD STE 102 LAKEWOOD CO 80227-2484

Agent phone: 303-986-6661 E-mail: kbangert@amfam.com



# Your Insurance Coverage Summary

# AMERICAN FAMILY MUTUAL INSURANCE COMPANY Advance Notice of Renewal Premium

166-301 0000000124A000256U 36 SUN GATE CONDOMINIUM ASSOCIATION INC 05XH559703



limits on your policy.

Thank You,

KRISTIN BANGERT-DALLA AGENCY, INC.

Phone: (303) 986-6661





# 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 generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible 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.

