

8/17/2021

HUNTER CROSSING HOMEOWNERS ASSOCIATION C/O ADVANTAGE MANAGEMENT PO BOX 1006 OREM, UT 84059

Re: Business Policy UIB-124-85250-5

Dear: ASHLEY

Enclosed is your business insurance policy renewal. This policy extends coverage for the coming 12 months. Thank you for continuing this valuable coverage, you will be billed separately. The payment plan selected in the prior term will continue unless you request a change from your agent.

Please review the policy and contact your agent within the next 30 days to make any changes or corrections. Our goal is to protect your business and let you focus on operating it. Please let us know how we can improve in our efforts to serve you.

We appreciate your business and hope to be your insurance partner for years to come.

Sincerely,

United Insurance Group

Agent Name and Address:

Sentry West Insurance Services 3860 South 2300 East Salt Lake City, UT 84109 Ph (801) 272-8468 FAX (801) 277-3511



Commercial Lines Policy Common Declarations

UIB-124-85250-5

Policy Number

Coverage is Provided by: **Topa Insurance Company** 24025 Park Sorrento, Suite 300 Calabasas, CA 91302

Policyholder Service Office 4956 North 300 West Provo, Utah 84604

Named Insured and Mailing Address: HUNTER CROSSING HOMEOWNERS ASSOCIATION

C/O ADVANTAGE MA PO BOX 1006 OREM, UT 84059	NAGEMENT		Cla By p	ims can ohone M	be re onda	eported 24 X : y-Friday 8:00	7 at www.uuinsurand am - 5:00pm at 1-87	ce.com OR 7-875-8038
Policy Period: From 10/1/2021 to 10/	1/2022 at 12	:01 A.M. Stand	ard Time at you	mailing	addre	ess shown abo	ove.	
Business Type:	ndividual	Partnership	Corporation	LLC	X Ot	her		
Business Description	1:27 UNIT R	ESIDENTIAL C	ONDOMINIUM	S WITH	BASK	ETBALL COL	JRT & PLAYGROUND	
In return for the payment opolicy.	of the premium	, and subject to a	all the terms of this	policy, w	e agre	e with you to pr	ovide the insurance as st	ated in this
This policy consists to adjustment.	of the follow	ving coverage	parts for which	ı a prem	ium i	s indicated.	This premium may b	e subject
						Premium		
					\$			
	Ар	artment / Cond	lo		\$	5,645		
	Ear	thquake			\$			
		•			\$			
	D-	U -			Ф			
	Po	licy Fees				25		
				Total	\$	5,670		
Forms and Endorsomest(s)								
Forms and Endorsement(s) r UGBP 03 02 01 09 * Omit applicable Forms and End				Declarations				
Agent Name and Addr Sentry West Insurance		¥					Agent Number:	124
3860 South 2300 East Salt Lake City, UT 8410	a	0						
Ph (801) 272-8468 FA)		3511	tersigned by			d Representative	Date	
These Declarations to	gether with	the Common	Policy Conditio				itions, Coverage Par	t

Coverage Form(s) and Forms and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Topa Insurance Company Businessowner Condominium Association - Declarations

Made a part of Policy Number

UIB-124-85250-5

Effective Date & Time

10/1/2021 12:01 AM

These Declarations are part of the Common Declarations containing the name of the insured and the policy period.

roperty Limits and Coverages	Limits of Insurance
Damage to Tenants Autos (Legal Liability) - see form BP 07 76	No Coverage
Damage to Tenants Autos Deductible: \$ 1,000 Collision: \$ 1,000 other than collision	
Building Limit Automatic increase	4%
Equipment Breakdown – see form UGBP 03 16	Included
Business Income Actual Loss Sustained	18 months
Business income ordinary payroll coverage	60 days
Extended business income	30 days
Employee Dishonesty	\$10,000
Accounts Receivable	\$25,000
Valuable Papers and Records - on premises	\$25,000
Buildings newly acquired or constructed	\$250,000
Personal property newly acquired or constructed	\$100,000
Contractors Equpment Coverage Limit	\$
Total Property limits	\$5,560,425

iability Limits of Insurance	Limits of Insurance
Business Liability & Medical Expenses Limit - Per Occurrence	\$2,000,000
Personal and Advertising Injury Limit - Per Occurrence	Included in Limit above
Business Liability & Medical Expenses Aggregate	\$4,000,000
Medical Expenses - Per Person	\$5,000
Damage to Premises Rented to You	\$100,000
Products/Completed Operations Aggregate	Included
Hired and Non owned Auto	\$2,000,000

ocation # 1	Build	dings	5 1023	OUTH 2480 EAST, SPANISH FORK, UT 84663
Property li	mits			\$3,135,220
Section I L	oss Dedu	ctible		\$10,000
Optional C	overage D	eductible	е	\$500
Property V	aluation C	lause		RCV
Coverage I	orm			Special Form
Outdoor Si	gns			\$3,000
Money & S	ecurities -	On Pren	nises	\$10,000
Money & S	ecurities -	Off Pren	nises	\$5,000
Water Back	up and Su	ımp Ove	rflow	\$100,000
Ordinance or Law Coverage 1				Included in the Property Limi
Ordinance or Law Coverage 2 & 3 combined limit				

Policy Number: UIB-124-85250-5

Location #	2	Buildings	4	2487 EAST 990 SOUTH, SPANISH FORK, UT 84663	
Property	limits				\$2,425,205
Section I	Loss	Deductible			\$10,000
Optional	Cover	rage Deductil	ole		\$500
Property Valuation Clause				RCV	
Coverage Form					Special Form
Outdoor	Signs				\$3,000
Money & Securities - On Premises				\$10,000	
Money &	Secur	ities - Off Pre	emises		\$5,000
Water Backup and Sump Overflow				\$100,000	
Ordinand	e or L	aw Coverage	1		No Coverage
Ordinance or Law Coverage 2 & 3 combined limit			bined limit	No Coverage	

remium Summary	
Terrorism Coverage	No Coverage
Total Policy Premium	\$5,645

		ollowing forms and endorsements:
Location	Form #	Description
All	BP 05 24 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
All	BP 00 03 01 06	BUSINESSOWNERS COVERAGE FORM
All	UGBP 00 10 07 20	CHANGES TO THE BUSINESSOWNERS COVERAGE FORM
All	BP 04 12 01 06	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
AII	BP 01 02 07 21	UTAH CHANGES
IIA	BP 06 01 01 07	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
All	BP 04 17 07 02	EMPLOYMENT-RELATED PRACTICES EXCLUSION
All	BP 04 39 07 02	ABUSE OR MOLESTATION EXCLUSION
All	BP 04 92 07 02	TOTAL POLLUTION EXCLUSION
Ali	BP 05 15 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
All	BP 05 17 01 06	EXCLUSION - SILICA OR SILICA-RELATED DUST
All	BP 05 41 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMI
All	BP 05 42 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
All	BP 05 77 01 06	FUNGI OR BACTERIA EXCLUSION (LIABILITY)
Ali	UGIL 30 03 06 05	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
AII	UGBP 03 16 07 20	EQUIPMENT BREAKDOWN COVERAGE
AII	BP 15 05 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATE
All .	BP 15 11 12 16	EXCLUSION – UNMANNED AIRCRAFT
AII .	BP 14 78 07 13	EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS (RENTAL PRO
MI	UGIL 14 86 07 20	EXCLUSION - COMMUNICABLE DISEASE
MI.	UGIL 14 87 07 20	EXCLUSION - NUCLEAR, BIOLOGICAL, BIO-CHEMICAL, CHEMICAL AND RADIATION
All	BP 15 60 02 21	CYBER INCIDENT EXCLUSION
dl .	BP P 027 02 21	CYBER INCIDENT EXCLUSION ENDORSEMENT ADVISORY NOTICE TO POLICYHOLDERS
all j	BP 04 83 01 10	REMOVAL OF INSURANCE-TO-VALUE PROVISION
M I	UGBP 00 44 06 17	ORDINANCE OR LAW BLANKET LIMIT
JI I	UGBP 00 47 07 18	GUARANTEED BUILDING REPLACEMENT COST
01 (UGBP 04 46 01 06	ORDINANCE OR LAW COVERAGE
.11 1	BP 04 04 01 06	HIRED AUTO AND NON-OWNED AUTO LIABILITY
II E	BP 04 53 01 06	WATER BACK-UP AND SUMP OVERFLOW

Policy Number: **UIB-124-85250-5**

i nis poi	This policy includes the following forms and endorsements:				
Location	Form #	Description			
All	BP 04 56 01 06	UTILITY SERVICES - DIRECT DAMAGE			
All	BP 17 28 11 13	UTAH CHANGES - CONDOMINIUM ASSOCIATION COVERAGE			
All	UGBP 00 20 11 12	CONDOMINIUM ASSOCIATION PRO			
All	UGBP 00 20A 11 12	CONDOMINIUM ASSOCIATION PRO SUPPLEMENTAL DECLARATIONS			

Policy Number: UIB-124-85250-5

Topa Insurance Company Condominium Association Pro Supplemental Declarations

Coverages provided by your Businessowners Policy are described in the coverage forms and endorsements attached to your policy and identified in these declarations. Higher limits shown below supersede limits for the same coverage described in the coverage forms and endorsements.

Property Coverages	Limits / Coverage Details
Accounts Receivable off Premises	\$ 5,000
Arson or Crime Against Property Reward	\$ 5,000
Business Income - Extended	60 Days
Business Income Ordinary Payroll Coverage	60 Days
Business Personal Property Seasonal Increase	25 %
Business Personal Property Expanded Coverage	1,000 Feet
Business Personal Property of Others	Included in Business Personal Property
Business Personal Property Off Premises	\$ 10.000
Civil Authority - Business Income and Extra Expense	3 Weeks / 72 Hour Wait Period
Computer Coverage	Included in Business Personal Property
Debris Removal	\$ 25,000 Excess of 25% of Loss
Dependent Properties	\$ 5,000 / 72 Hour Wait Period
Electronic Data	\$ 25,000
Electronic Equipment	Included in Business Personal Property
Equipment Breakdown	Included
Extra Expense	12 Months Actual Loss Sustained
Fire Department Service Charge	\$ 15,000
Fire Extinguisher and Fire Suppression System Recharge	\$ 10,000
Forgery and Alteration	\$ 7,500
Glass Breakage	Building and Interior Glass Included
Increased Cost of Construction	\$ 10,000
Interruption of Computer Operations	\$ 25,000
Inventory and Appraisal	\$ 2,500
Lock Replacement	\$ 5,000
Money Orders - Counterfeit Currency	\$ 7,500
Newly Acquired or Constructed Building	\$ 250,000
Newly Acquired or Constructed Business Personal Property	\$ 100,000
Newly Acquired or Constructed Property Loss of Income - Extra Expense	Included
Off Premises Utility Service Failure	\$ 5,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property - Trees, Shrubs or Plants	\$ 10,000 / \$ 1,000 per item
Personal Effects	\$ 15,000
Pollutant Cleanup and Removal	\$ 25,000
Preservation of Property	45 Days
Salesman's Samples	Included in off Premises Business Personal Property
Valuable Papers and Records off Premises	\$ 5,000

eneral Liability Coverage	Limits / Coverage Details
Automatic Additional Insured Status - Permits Relating to Premises	Include
Automatic Additional Insured Status - Managers or Lessors of Premises	Included
Automatic Additional Insured Status - Lessor of Leased Equipment	Included
Advertising Injury	Included
Bodily Injury	Included
Broad Form Property Damage	
Broad Form Notice of Loss	Included Included
Conditional Indemnitee Defense	
Cost of Bail Bonds	Included
Cost Incurred From Claim Assistance	\$ 1,000
Damage to Property of Others	Included
Employees as Insured	Included
Explosion, Collapse and Underground Coverage	Included
Extended Non-owned Watercraft less than 51 feet	Included
Host Liquor Liability	Included
Incidental Medical Services	Included
Independent Contractor Protective	Included
Insured Contractual Liability	Included
Legal Defense and Court Costs	Included
Loss of Earnings while Assisting in Settlement of a Claim	Included
Operation of Mobile Equipment	\$ 350 per day
Pre and Post Judgment Interest	Included
Real Estate Manager as Insured	Included
Reasonable Force	Included
Volunteers as Insured	Included
Total Revision as injuried	Included

CONDOMINIUM ASSOCIATION PRO

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The provisions of the policy apply except as modified by this endorsement.

- A. Paragraph A.1.b Business Personal Property of Section I Property is amended as follows: Provisions relating to "within 100 feet of the described premises" contained in the Businessowners Coverage Form are deleted and replaced by "within 1,000 feet of the described premises."
- B. Paragraph A.5. Additional Coverages of Section I Property is amended as follows:

The Additional Debris Removal expense limit of insurance under Subparagraph a. is increased to \$25,000.

The number of days of insurance in subparagraph b. Preservation of Property is increased to 45 days.

The Fire Department service charge limit of insurance under Subparagraph c. is increased to \$15,000.

The Pollutant Clean up and Removal Limit of Insurance under Subparagraph h. is increased to \$25,000.

The Money Orders and "Counterfeit Money" Limit of Insurance under Subparagraph j. is increased to \$7,500.

The Forgery or Alteration Limit of Insurance under Subparagraph k. is increased to \$7,500.

The Electronic Data Limit of Insurance under Subparagraph p. is increased to \$25,000.

The Interruption of computer operations Limit of Insurance under Subparagraph q. is increased to \$25,000.

- C. The following coverages are added to Paragraph A.5. Additional Coverages of Section I Property:
 - a. Reward Payment
 - (1) We will reimburse you for rewards paid as follows:
 - (a) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
 - (i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (ii) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.
 - (b) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:
 - (i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
 - (ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.
 - (2) This Additional Coverage applies subject to the following conditions:
 - (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
 - (i) You or any family member;
 - (ii) Your employee or any of his or her family members;
 - (iii) An employee of a law enforcement agency;
 - (iv) An employee of a business engaged in property protection;
 - (v) Any person who had custody of the Covered Property at the time the theft was committed; or
 - (vi) Any person involved in the crime.
 - (b) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
 - (c) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

b. Ordinance Or Law - Equipment Coverage

- (1) Subject to Paragraph (2), if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay to repair or replace the equipment as required by law.
- (2) If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay:
 - (a) The cost to reclaim the refrigerant as required by law;
 - (b) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and
 - (c) The increased cost to recharge the system with a non-CFC refrigerant.
- (3) The terms of this coverage apply separately to each piece of covered equipment.
- (4) We will not pay under this endorsement for the 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 "pollutants", "fungi", wet or dry rot or bacteria.
- (5) Loss to the equipment will be determined as follows:
 - (a) If the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality; or
 - (ii) The Limit of Insurance shown in the Declarations as applicable to the covered Building or Business Personal Property.
 - (b) If the equipment is not repaired or replaced, we will not pay more than the lesser of:
 - (i) The actual cash value of the equipment at the time of loss; or
 - (ii) The Limit of Insurance shown in the Declarations as applicable to the Building or Business Personal Property.
 - (c) We will not pay for loss due to any ordinance or law that:
 - (i) You were required to comply with before the loss, even if the equipment was undamaged; and
 - (ii) You failed to comply with.

c. Lock Replacement

- (1) We will pay for the cost to repair or replace locks at the described premises due to theft or other loss to keys.
- (2) The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$5,000.
- (2) A per occurrence deductible of \$100 will apply.

d. Fire Extinguisher Recharge Expense

- (1) We will pay for your expense to recharge portable fire extinguishers used to fight a fire at the premises described in the Declarations or at immediately adjacent premises that expose your property to loss.
- (2) The most we will pay under this provision is \$10,000 per occurrence.

e. Inventory and Appraisals

In the event of a covered loss or damage to insured property, we will pay up to \$2,500 for Inventory and Appraisals as an additional amount of insurance for all reasonable expenses you incur in:

- (1) The investigation of a claim or suit; or
- (2) The determination of the amount of loss, such as taking inventory or obtaining appraisals.

We will not pay for:

- (1) Expenses incurred in using the services of a public adjuster;
- (2) Expenses to prove that loss or damage is covered; or
- (3) Expenses incurred for examinations under oath, even if required by us.

Policy Number: UIB-124-85250-5

BUSINESSOWNERS

UGBP 00 20 11 12

D. Paragraph A.6. Coverage Extensions of Section I – Property is amended as follows;

The Outdoor Property Limit of Insurance under Subparagraph c. is increased to \$10,000 but not more than \$1,000 for any one tree, shrub or plant.

The Personal Effects Limit of Insurance at the described premises under Subparagraph d. is increased to \$15,000. The Valuable Papers and Records Limit of Insurance at the described premises under Subparagraph e. is increased to \$25,000

The Accounts Receivable Limit of Insurance at the described premises under Subparagraph f. is increased to 25000

E. Paragraph C. Limits of Insurance of Section I – Property is amended as follows:

Paragraph 2 is replaced by the following:

The most we will pay for loss of or damage to outdoor signs attached or unattached to buildings within 1,000 feet of described premise is \$ 2,500, unless a higher limit is shown on the declarations page.

F. The following are added to Paragraph A. Coverages of Section II – Liability:

Paragraph A.1.f., Supplementary Payments of Section II – Liability is amended as follows: The cost of bail bonds limit under Subparagraph (1) (b) is increased to \$ 1,000.

The cost of reasonable expenses (including Loss of earnings) limit under Subparagraph (1) (d) is increased to \$ 350 per day.

AUTOMATIC ADDITIONAL INSURED STATUS STATE OR POLITICAL SUBDIVISIONS FOR PERMITS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. Any person or organization when you and such person or organization has agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Form but only with respect to the liability of that person or organization arising out of "bodily injury" or "property damage" occurring or a "personal and advertising injury" offense committed on premises or facilities owned or used by you; and only to the extent to which insurance applies under this Coverage Form.

A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises, facilities or ongoing operations ends.

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.

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AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. The following is added to Paragraph C. Who Is An Insured in Section II Liability:
 - 3. Any person or organization when you and such person or organization has agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage form, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.
- B. The following exclusions are added to Section II Liability:

This insurance does not apply to:

- 1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.
- 2. Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Schedule.

AUTOMATIC ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. Any person or organization when you and such person or organization has agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Form, but only with respect to liability for "bodily injury", property damage or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any occurrence which takes place after the equipment lease expires.

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BUSINESSOWNERS

UGBP 04 46 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A Schedule of properties with coverage and amounts are shown on the Businessowners declarations page(s).

Section I - Property is amended as follows:

A. Each Coverage - Coverage 1, Coverage 2 and Coverage 3 - is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for the Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both B.1. and B.2. are satisfied and are then subject to the qualifications set forth in B.3.

- 1. The ordinance or law:
 - a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- The building sustains direct physical damage:
 - a. That is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - b. That is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - c. But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
- 3. In the situation described in B.2.b. above, we will not pay the full amount of loss otherwise payable under the terms of Coverages 1, 2 and/or 3 of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section H. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage alone would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of Coverages 1, 2 and/or 3 of this endorsement.

C. We will not pay under Coverage 1, 2, or 3 of this endorsement for:

- 1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet or dry rot or bacteria; or
- The 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 "pollutants", "fungi", wet or dry rot or bacteria.

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BUSINESSOWNERS

UGBP 04 46 01 06

D. Coverage

1. Coverage 1 - Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage 1 for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. Coverage 1 is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage 1 does not increase the Limit of Insurance.

2. Coverage 2 - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

Paragraph E.5.d. Loss Payment Property Loss Condition does not apply to Demolition Cost Coverage.

3. Coverage 3 - Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- Repair or reconstruct damaged portions of that building; and/or
- b. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law. However:
- a. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- b. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph E.5.d. Loss Payment Property Loss Condition does not apply to the Increased Cost of Construction Coverage.

E. Loss Payment

- 1. All following loss payment Provisions E.2. through E.5., are subject to the apportionment procedure set forth in Section B.3. of this endorsement.
- When there is a loss in value of an undamaged portion of a building to which Coverage 1 applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
 - b. If the property is not repaired or replaced, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- 3. Unless Paragraph E.5. applies, loss payment under Coverage 2 Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- The amount you actually spend to demolish and clear the site of the described premises; or
- b. The applicable Limit of Insurance shown for Coverage 2 in the Schedule above.
- 4. Unless Paragraph E.5. applies, loss payment under Coverage 3 Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage 3:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage 3 is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit of Insurance shown for Coverage 3 in the Schedule above.
- c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage 3 is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Insurance shown for Coverage 3 in the Schedule above.

If a Combined Limit of Insurance is shown for Coverages 2 and 3 in the Schedule above, Paragraphs E.2. and E.3. of this endorsement do not apply with respect to the Building property that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages 2 and 3 in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site
 of the described premises.
- b. With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises, and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- F. The terms of this endorsement apply separately to each building to which this endorsement applies.
- G. Under this endorsement, we will not pay for loss due to any ordinance or law that:
 - You were required to comply with before the loss, even if the building was undamaged; and
 - 2. You failed to comply with.
- H. Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement).

Assume:

Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss;

The building has a value of \$200,000;

Total direct physical damage to building: \$100,000;

The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value;

Portion of direct physical damage that is covered (caused by wind): \$30,000;

Portion of direct physical damage that is not covered (caused by flood): \$70,000; and

Loss under Ordinance or Law Coverage 3 of this endorsement: \$60,000.

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

30,000 divided by 100,000 = .30

Step 2: Apply that proportion to the Ordinance or Law loss. $$60,000 \times .30 = $18,000$

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In this example, the most we will pay under this endorsement for the Coverage 3 loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

NOTE: The same procedure applies to losses under Coverages 1 and 2 of this endorsement.

I. If shown as applicable in the Schedule of this endorsement, the following applies:

BUSINESS INCOME AND EXTRA EXPENSE OPTIONAL COVERAGE

- 1. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of your "operations" caused by or resulting from the enforcement of any ordinance or law that:
 - a. Regulates the construction or repair of any property;
 - b. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
 - Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from 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 "pollutants".

Paragraph H.9. Period Of Restoration Definition is replaced by the following:

- 9. "Period of Restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises, unless a lesser number of hours is shown in the Schedule of the endorsement; or
 - (2) Immediately after the time of the direct physical loss or damage for Extra Expense Coverage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

The expiration date of this policy will not cut short the "period of restoration".

UTAH CHANGES - CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. Paragraph A.1.a. Building in Section I Property is replaced by the following:
 - a. Building, meaning the building or structure described in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, outside of individual units, including outdoor fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, and dishwashing or laundering that are not contained within individual units;
 - (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
 - (6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:
 - (a) Fixtures, improvements and alterations that are a part of the building or structure; and
 - (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.
 - (7) Any fixture, improvement or betterment installed at any time to a unit or to a limited common area associated with a unit, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a unit or to a limited common element associated with a unit.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph A.1.a.(6) or (7) above.

- B. Paragraph A.1.b. Business Personal Property in Section I Property is replaced by the following:
 - b. Business Personal Property located in or on the buildings or structures described in the Declarations or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, consisting of the following:
 - (1) Personal property owned by you or owned indivisibly by all unit-owners;
 - (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
 - (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition E.5.d.(3)(b).

C. The following is added to the Loss Payment Condition in Section I - Property:

If you name an insurance trustee, we will adjust losses with you, but we will pay to

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

- D. Paragraphs E.5.d.(1) through (3) of the Property Loss Conditions in Section I Property are replaced by the following:
 (1) At replacement cost without deduction for depreciation, subject to the following:
 - (a) The Limit of Insurance on the lost or damaged property must be the full replacement cost of the property immediately before the loss. We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (i) The Limit of Insurance under Section I Property that applies to the lost or damaged property;
 - (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
 - Of comparable material and quality; and
 - ii Used for the same purpose; or
 - (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (b) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.
- (c) We will not pay on a replacement cost basis for any loss or damage:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage. However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraph d.(1)(a) above whether or not the actual repair or replacement is complete.
- (d) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- (2) The Actual Cash Value Buildings option cannot be applied to this condominium association coverage.
- (3) Replacement cost does not apply to:
 - (a) Used or secondhand merchandise held in storage or for sale;
 - (b) Personal property of others; However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;
 - (c) Contents of a residence; or
 - (d) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of replacement cost, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph A.1.a.(6) or A.1.a.(7) of this Endorsement, are not considered to be the personal property of others.

- E. The following is added to the Property Loss Conditions in Section I Property:
 - Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary for the amount of a covered loss above this policy's deductible and not to contribute with such other insurance. The unit-owners' insurance applies to the portion of the loss attributable to the Association's deductible. The amount of a unit-owner's responsibility will be determined by applying the unit damage percentage to the amount of said deductible.

- F. The following is added to Paragraph C. Who Is An Insured in Section II Liability:
 - 3. Each individual unit-owner of the insured condominium, but only for liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

- G. The following is added to Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III Common Policy Conditions:
 - Waiver Of Rights Of Recovery
 We waive our rights to recover payment from;
 - a. Any person residing with the unit-owner, if the unit-owner resides in the unit; and
 - b. Any unit-owner of the condominium that is shown in the Declarations
- H. The following is added:

No act or omission by any unit-owner will void the policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability:	see declarations
B. Non-Owned Auto Liability:	see declarations
Information required to complete this Schedule, if not show	wn above, will be shown in the Declarations.

- A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.
 - 1. Hired Auto Liability
 - The insurance provided under Paragraph A.1. Business Liability in Section II Liability, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.
 - 2. Non-Owned Auto Liability
 - The insurance provided under Paragraph A.1. Business Liability in Section II Liability, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.
- B. For insurance provided by this endorsement only:
 - The exclusions, under the Paragraph B.1. Applicable To Business Liability Coverage in Section II Liability, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:
 - a. "Bodily injury" to:
 - (1) An "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; or
 - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

- 2. Paragraph C. Who Is An Insured in Section II Liability, is replaced by the following:
 - Each of the following is an insured under this endorsement to the extent set forth below:
 - a. You:
 - b. Any other person using a "hired auto" with your permission;
 - c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours but only while such "non-owned auto" is being used in your business; and
 - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.
 - 2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b. Any partner or "executive officer" for 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 duties in connection with 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 or
 - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C. The following additional definitions apply:
 - "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 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.

WATER BACK-UP AND SUMP OVERFLOW

SCHEDULE

Premises	Limit of Insurance
1023 SOUTH 2480 EAST, SPANISH FORK, UT, 84663	\$100,000
2487 EAST 990 SOUTH, SPANISH FORK, UT, 84663	\$100,000
Information required to complete this Schedule, if not shown above, will be s	shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. We will pay for direct physical loss or damage to Covered Property, covered under Section I Property, caused by or resulting from:
 - 1. Water which backs up through or overflows from a sewer or drain; or
 - 2. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph 2. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- B. The coverage described in Paragraph A. of this endorsement does not apply to loss or damage resulting from an insured's failure to:
 - 1. Keep a sump pump or its related equipment in proper working condition; or
 - 2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- D. With respect to the coverage provided under this endorsement, Exclusion B.1.g. Water in Section I Property is replaced by the following exclusion:
 - g. Water
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Mudslide or mudflow; or
 - (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Mudslide or mudflow; or
 - (c) Doors, windows, or other openings.

But if Water, as described in g.(1) through g.(3), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

UTILITY SERVICES - DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

			Water	Communication Supply Property	Power Supply Property
Prem. No.	Bldg. No.	Utility Services Limit of Insurance	Supply Property (Check if Applies)	Enter Either "Includes" o Overhead Transmission Li	
All	All	\$5,000	Х	Includes	Includes
Inform	ation re	quired to complete thi	s Schedule, if not sho	own above, will be shown in the Decl	arations.

The coverage provided by this endorsement is subject to the provisions of Section I – Property, including Paragraph D. Deductibles, except as provided below.

A. The following is added to Paragraph A. Coverage:

We will pay for loss of or damage to Covered Property described in the Schedule, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph C. of this endorsement if such property is indicated by an "X" in the Schedule and is located outside of a covered building described in the Declarations.

B. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

C. Utility Services

- 1. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - a. Pumping stations; and
 - b. Water mains.
- 2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - Communication transmission lines, including optic fiber transmission lines;
 - b. Coaxial cables; and
 - Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- 3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - a. Utility generating plants;
 - b. Switching stations;
 - c. Substations;
 - d. Transformers; and
 - e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

D. Paragraph C. Limits Of Insurance is replaced by the following:

If a Utility Services Limit of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit of Insurance stated in the Declarations as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit of Insurance on the Covered Property as shown in the Declarations. But this Utility Services Endorsement does not increase the applicable Limit of Insurance.

Policy Number: UIB-124-85250-5

BUSINESSOWNERS

BP 04 12 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Location #	Building #	Location Address
All	All	All Premises
Project:		
Informatio	n required to	complete this Schedule, if not shown above, will be shown in the Declarations.
		Ty May 20 one Will the Decide attention.

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

The following is added to Section II - Liability:

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

- The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
- 2. The project shown in the Schedule.

REMOVAL OF INSURANCE-TO-VALUE PROVISION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Paragraph E.5.d. Loss Payment Property Loss Condition in Section I – Property is amended as follows:

- A. Paragraph d.(1)(a) is replaced by the following
 - (1) At replacement cost without deduction for depreciation, subject to the following:
 - (a) We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (i) The Limit of Insurance under Section I Property that applies to the lost or damaged property;
 - (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
 - Of comparable material and quality; and
 - ii. Used for the same purpose; or
 - (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property. If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.
- B. Paragraph d.(1)(b) does not apply.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:
 - The following definition is added with respect to the provisions of this endorsement:
 "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the

recertified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- **a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- **b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and 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.
- 2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.
- **B.** The following provisions are added to Businessowners Standard Property Coverage Form BP 00 01, Businessowners Special Property Coverage Form BP 00 02 or Section I Property of Businessowners Coverage Form BP 00 03:
 - 1. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act 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.

2. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph B.1. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- C. The following provision is added to the Businessowners Liability Coverage Form BP 00 06 or Section II Liability of the Businessowners Coverage Form BP 00 03:
 - 1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.



TOPA Insurance Company

HUNTER CROSSING HOMEOWNERS ASSOCIATION PO BOX 1006 OREM, UT 84059

Information only This is not a bill

DEAR HUNTER CROSSING HOMEOWNERS ASSOCIATION

Your future payment schedule is listed below. If you have any questions, please contact your agent:

Sentry West Insurance Services 3860 South 2300 East Salt Lake City, UT 84109 Ph (801) 272-8468 FAX (801) 277-3511

Current Term (10/1/2020 to 10/1/2021) Payment Schedule

Policy #: UIB-124-85250

Payment plan: 2 Notice Bill

Date: 8/17/2021 9:15 AM

Premium: \$5638.00/term, \$475.83/month**

Payments remaining in term: 1

Pa	yr	n	en	t	#

Payment/Due Date

Amount **

1 9/22/2021

462.43 Pays 30 day(s) into the next term

Customer's chosen bill due day: 22nd of each month

Customer's chosen bill due day: 22nd of each month

** Includes processing fee.

Next Term (10/1/2021 to 10/1/2022)

Payment Schedule

Policy #: UIB-124-85250

Payment plan: 2 Notice Bill Date: 8/17/2021 9:15 AM

Premium: \$5670.00/term, \$478.50/month**

Payments remaining in term: 11

Payment #	Payment/Due Date	Amount **
1	10/22/2021	478.50
2	11/22/2021	478.50
3	12/22/2021	478.50
4	1/22/2022	478.50
5	2/22/2022	478.50
6	3/22/2022	478.50
7	4/22/2022	478.50
8	5/22/2022	478.50
9	6/22/2022	478.50
10	7/22/2022	478.50
11	8/22/2022	
** Includes processing fe	ee.	