tateFarm

STATE FARM FIRE AND CASUALTY COMPANY

A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915 Bloomington IL 61702-2915

Named Insured

AT2

001486 3125 M-20-2446-FB42 F V

HUNTINGTON PINES HOMEOWNERS

ASSOCIATION C/O CHRIS TODD PO BOX 4315

ENGLEWOOD CO 80155-4315

թվելիկութիցիկորանիիիկիինիիներիների

#### RENEWAL DECLARATIONS

**Policy Number** 

96-CJ-8234-8

Policy Period Effective Date 12 Months AUG 12 2025

Expiration Date
5 AUG 12 2026

Ш

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address
JACK V DOWNING INS AGCY INC
425 S CHERRY ST STE 640
DENVER CO 80246-1233

PHONE: (303) 825-6633

## **Residential Community Association Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: CONDO

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM

\$ 3,164.00

Disaster Mitigation

2.00

**Total Amount** 

\$ 3,166.00

Discounts Applied: Renewal Year Claim Record

# Residential Community Association Policy for HUNTINGTON PINES HOMEOWNERS Policy Number 96-CJ-8234-8

#### **SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance*  Coverage B - Business Personal Property
001	EAST MAPLEWOOD CIR & SOUTH DAYTON ST ENGLEWOOD CO 80111	No Coverage	No Coverage

#### **AUXILIARY STRUCTURES**

Location Number	Description	Limit of Insurance*  Coverage A -  Buildings	Limit of Insurance*  Coverage B -  Business Personal
001A	GATE	\$ 107,500	See Prop Sch
001B	Fence, walls, etc.	\$ 48,100	See Prop Sch

<sup>\*</sup> As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

#### SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index:

278.6

## Residential Community Association Policy for HUNTINGTON PINES HOMEOWNERS Policy Number 96-CJ-8234-8



**SECTION I - DEDUCTIBLES** 

Basic Deductible \$1,000

**Special Deductibles:** 

Wind/Hail Employee Dishonesty 1% \$250 Money and Securities Equipment Breakdown \$250

\$1,000

Other deductibles may apply - refer to policy.

## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

# Residential Community Association Policy for HUNTINGTON PINES HOMEOWNERS Policy Number 96-CJ-8234-8

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable On Premises Off Premises	\$50,000 \$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$5,000
Valuable Papers And Records On Premises Off Premises	\$10,000 \$5,000

Prepared JUN 16 2025 CMP-4000



#### RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for HUNTINGTON PINES HOMEOWNERS Policy Number 96-CJ-8234-8



## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$100,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY** 

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Prepared JUN 16 2025 CMP-4000

## Residential Community Association Policy for HUNTINGTON PINES **HOM**EOWNERS Policy Number 96-CJ-8234-8

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

#### **FORMS AND ENDORSEMENTS**

CMP-4100 CMP-4561.5	Businessowners Coverage Form *Policy Endorsement
CMP-4532	*Exclusion Cyber Incident
FE-6999.3	*Terrorism Insurance Cov Notice
FE-1401	*Exclusion Cyber Incident
CMP-4206.2	Amendatory Endorsement
CMP-4815	Directors/Officers Endorsement
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705.2	Loss of Income & Extra Expnse
FE-3650	Actual Cash Value Endorsement
CMP-4849	Windstorm or Hail Deductible
FD-6007	Inland Marine Attach Dec
	* New Form Attached

This policy is issued by the State Farm Fire and Casualty Company.

#### **Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Mulille Mancias Secretary So Farming— President

Prepared JUN 16 2025 CMP-4000



Residential Community Association Policy for HUNTINGTON PINES HOMEOWNERS Policy Number 96-CJ-8234-8

#### NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date. If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

#### Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm os not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Colorado law requires that we provide the following information to you:

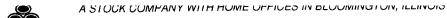
In addition to other allowable reasons for which your policy premium may have been adjusted upward or downward from your prior renewal, your premium increased due to the following:

An increase in the estimated cost of anticipated claims and expenses for State Farm's commercial multi-peril business in Colorado.

Please contact your State Farm agent if you have any questions about your policy.

Prepared JUN 16 2025 CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008 Includes copyrighted material of Insurance Services Office, Inc., with its permission.



Po Box 2915 Bloomington IL 61702-2915

Named Insured

M-20-2446-FB42 F V

**HUNTINGTON PINES HOMEOWNERS ASSOCIATION** C/O CHRIS TODD

96-CJ-8234-8 **Policy Number** 

Policy Period 12 Months Expiration Date AUG 12 2026 **Effective Date** AUG 12 2025 The policy period begins and ends at 12:01 am standard time at the premises location.



PO BOX 4315 ENGLEWOOD CO 80155-4315

## ATTACHING INLAND MARINE

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium** 

Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

#### Forms, Options, and Endorsements

FE-8739

FE-8743.1

Inland Marine Conditions

Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared JUN 16 2025 FD-6007

© Copyright, State Farm Mutual Automobile Insurance Company, 2008 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

## ATTACHING INLAND MARINE SCHEDULE PAGE

#### **ATTACHING INLAND MARINE**

ENDORSEMENT NUMBER	COVERAGE		LIMIT OF INSURANCE	DEDUC AMOU		ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ \$	10,000 10,000	\$	500	Included Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY -

Prepared JUN 16 2025 FD-6007

© Copyright, State Farm Mutual Automobile Insurance Company, 2008 Includes copyrighted material of Insurance Services Office, Inc., with its permission.



#### IMPORTANT NOTICE

## **Regarding Changes to Your Policy**



CMP-4561.5 POLICY ENDORSEMENT is added to your State Farm® policy and replaces CMP-4561.4 POLICY ENDORSEMENT.

Note the following changes to your policy. Changes that broaden coverage without additional premium are effective immediately on the date first adopted in your state. All other changes are effective with this policy term:

#### SECTION I – PROPERTY

- o The words "within 100 feet of the described premises" are changed to read "within 1,000 feet of the described premises" wherever they are found in the policy.
- Under Property Not Covered, the following is added:
- o Digital tokens of any kind, by whatever name known, whether actual or fictitious including, but not limited to, non-fungible tokens, crypto tokens or any other type of digital token.
- Under **SECTION I DEFINITIONS**, "securities" is revised to specify that coverage applies to instruments that are tangible in form, except as otherwise provided.
- SECTION II LIABILITY, Section II Exclusions
  - Perfluoroalkyl and Polyfluoroalkyl Substances: There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" related exposures associated with "perfluoroal-kyl or polyfluoroalkyl substances", including any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities, of "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
  - Violation of Law Addressing Data Privacy: There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" that arises out of the violation of statutes, ordinances, regulations or other laws pertaining to any person's or organization's confidential or personal information, including financial, health, biometric or other nonpublic material or information.
  - Access or Disclosure Of Confidential Or Personal Information: Language is added to state there is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's biometric information, including damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expense or any other loss, cost or expense incurred by you or others.
- SECTION II DEFINITIONS: "Perfluoroalkyl or polyfluoroalkyl substances" is added.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

**DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

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

#### POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM

#### 1. SECTION I - PROPERTY is amended as follows:

- a. The words "within 100 feet of the described premises", wherever they may be found in the policy, are changed to read "within 1,000 feet of the described premises".
- b. The following is added to Property Not Covered:

Digital tokens of any kind, by whatever name known, whether actual or fictitious including, but not limited to, non-fungible tokens, crypto tokens or any other type of digital token.

c. Paragraph 2.f. Dishonesty under SECTION I – EXCLUSIONS is replaced by the following:

#### f. Dishonesty

- (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
- (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

#### d. SECTION I – EXTENSIONS OF COVERAGE is amended as follows:

- (1) Paragraph 4.a.(1) under Collapse is replaced by the following:
  - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;
- (2) Paragraph 5. is replaced by the following:
  - 5. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

(3) Paragraph 13. is replaced by the following:

## 13. Personal Property Off Premises

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.



If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in **SECTION I AND SECTION II – COMMON POLICY CONDITIONS** does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

(4) The following is added to Paragraph 22.e. under Equipment Breakdown:

Paragraph 5.b. under Coverage B - Business Personal Property is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.
- (5) The following is added:

#### Business Personal Property In Portable Storage Units

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

- e. SECTION I DEFINITIONS is amended as follows:
  - (1) Paragraph 15. is replaced by the following:
    - 15. "Securities" means:
      - a. Tangible negotiable and nonnegotiable instruments or contract representing either "money" or property and includes:
        - (1) Tokens and tickets in current use;
        - (2) Revenue and other stamps (but also including their unused value in a meter) in current use;
        - (3) Gift certificates, gift cards or similar instruments issued by you;
        - (4) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; and
        - (5) "Certificated securities"; and
      - b. "Uncertificated securities";

but does not include "money".

(2) The following definitions are added:

"Certificated security" means a share, participation or other interest in property of, or an enterprise of, the issuer, or an obligation of the issuer which is:

- a. Represented by a written instrument issued in bearer or registered form;
- b. Of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and
- c. Either one of a class or series by its terms divisible into a class or series of shares, participations, interests or obligations.

"Uncertificated security" means a share, participation or other interest in property of, or an enterprise of, the issuer, or an obligation of the issuer, which is:

- a. Not represented by a written instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
- b. Of a type commonly dealt in on securities exchanges or markets; and

- Either one of a class or series by its terms divisible into a class or series of shares, participations, interests or obligations.
- 2. SECTION II LIABILITY is amended as follows:
  - a. Section II Exclusions is amended as follows:
    - (1) The following is added to Paragraph 3. Liquor Liability:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- (2) Paragraph 8.f. under Aircraft, Auto Or Watercraft is replaced by the following:
  - f. "Bodily injury" or "property damage" arising out of:
    - (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;
    - (2) The operation of any of the following machinery or equipment:
      - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
      - (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
    - (3) The operation of your business from a land vehicle:
      - (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and
      - (b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.
- (3) Paragraphs 17.b. and 17.c. under Personal And Advertising Injury are replaced by the following:
  - **b.** Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
  - c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;
- (4) The last paragraph of 17.h. under Personal And Advertising Injury is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (5) Paragraph 19. Recording And Distribution Of Material In Violation Of Law is replaced by the following:
  - 19. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.



(6) The following exclusions are added:

#### Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

#### Violation of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law, or
- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

#### Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any access to or disclosure of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or
- d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access or disclosure of any person's or organization's confidential or personal material or information.

- b. Paragraph 1.d.(2) under Coverage M Medical Expenses of SECTION II MEDICAL EXPENSES is replaced by the following:
  - (2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

- (a) Restrict us from performing our business functions in:
  - i. Obtaining records, bills, information, and data; or
  - ii. Using or retaining records, bills, information, and data collected or received by us;
- (b) Require us to violate federal or state laws or regulations;



- (c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or
- (d) Prevent us from disclosing claim information and data:
  - To enable performance of our business functions;
  - To meet our reporting obligations to insurance regulators;
  - iii. To meet our reporting obligations to insurance data consolidators; and
  - iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

- c. SECTION II WHO IS AN INSURED is amended as follows:
  - (1) Paragraph 1.c. does not apply.
  - (2) Paragraphs 2.b.(1) and (4) are replaced by the following:
    - (1) "Employees" with respect to "bodily injury" to:
      - (a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or
      - (b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above;
    - (4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.
- d. Paragraph 2.b. under Financial Responsibility Laws of SECTION II GENERAL CONDITIONS does not apply.
- SECTION II DEFINITIONS is amended as follows:
  - (1) Paragraph 2. is replaced by the following:
    - 2. "Auto" means:
      - A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
      - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

(2) The following is added to Paragraph 15. "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

(3) The following definition is added:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products:
  - (2) Perfluoro alkyl acids (PFAA), such as perfluorooctane sulfonic acid (PFOS) and its salts:
  - (3) Perfluoropolyethers (PFPE);
  - (4) Fluorotelomer-based substances; or
  - (5) Side-chain fluorinated polymers; or



- b. Good or product, including containers, materials, parts or equipment furnished in connection with such good or products, that consists of or contains any chemical or substance described in Paragraph a.
- 3. The following is added to SECTION I AND SECTION II COMMON POLICY CONDITIONS:

## **Our Rights Regarding Claim Information**

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
- b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:
  - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
  - (2) Using any of the items described in Paragraph b.(1) above; or
  - (3) Retaining:
    - (a) Any of the items in Paragraph b.(1) above; or
    - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:
  - (1) To enable performance of our business functions;
  - (2) To meet our reporting obligations to insurance regulators;
  - (3) To meet our reporting obligations to insurance data consolidators;
  - (4) To meet other obligations required by law; and
  - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:
  - (1) Authorization related to any claim submitted under this policy; or
  - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

All other policy provisions apply.

CMP-4561.5

©, Copyright, State Farm Mutual Automobile Insurance Company, 2023 Includes copyrighted material of Insurance Services Office, Inc., with its permission.



#### IMPORTANT NOTICE

## **Regarding Changes to Your Policy**

CMP-4532 EXCLUSION - CYBER INCIDENT is added to your State Farm® policy.

The following changes to your policy are effective with this policy term:

- SECTION I EXCLUSIONS
  - Under Paragraph 1, Cyber Incident: There is no coverage for loss resulting from a cyber incident; however, if a cyber incident as described in this exclusion results in fire or explosion, we will pay for the loss to Covered Property caused by that fire or explosion subject to the applicable limits of insurance.
- SECTION II LIABILITY, Section II Exclusions
  - O Cyber Incident: There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of a "cyber incident".

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

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

#### **EXCLUSION – CYBER INCIDENT**

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM

A. The following is added to Paragraph 1. of SECTION I – EXCLUSIONS:

#### Cyber Incident

- 1. Unauthorized access to or use of any computer system (including "electronic data");
- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation; or
- 3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

But if Cyber Incident results in fire or explosion, we will pay for the loss caused by that fire or explosion.

Loss caused by Cyber Incident will not be considered loss caused by vandalism.

B. The following is added to Section II - Exclusions:

#### Cyber Incident

"Bodily injury", "property damage" or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".



C. For the purposes of this endorsement, the following definition is added to SECTION II - DEFINITIONS:

"Cyber incident" means any:

- 1. Unauthorized access to or use of any computer system;
- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or
- 3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

All other policy provisions apply.

CMP-4532

© Copyright, State Farm Mutual Automobile Insurance Company, 2023 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

FE-6999.3

Page 1 of 1

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

©, Copyright, State Farm Mutual Automobile Insurance Company, 2020



#### IMPORTANT NOTICE

## **Regarding Changes to Your Policy**

FE-1401 EXCLUSION - CYBER INCIDENT is added to your State Farm® policy.

The following changes to your policy are effective with this policy term:

#### EXCLUSIONS

Cyber Incident: There is no coverage for loss resulting from a cyber incident; however, if a cyber
incident as described in this exclusion results in fire or explosion, we will pay for the loss to covered
property caused by that fire or explosion subject to the applicable limits of insurance.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

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

#### **EXCLUSION - CYBER INCIDENT**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL INLAND MARINE

The following exclusion is added:

We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

#### Cyber Incident

- 1. Unauthorized access to or use of any computer system (including "electronic data");
- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation; or
- 3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

But if Cyber Incident results in fire or explosion, we will pay for the loss caused by that fire or explosion.

Loss caused by Cyber Incident will not be considered loss caused by vandalism.

The Cyber Incident exclusion does not apply when the Inland Marine Computer Property Form is attached to this policy, except for loss caused by or resulting from ransomware.

For the purposes of this endorsement, ransomware means any software that encrypts electronic data held within a computer system and demands a ransom payment in order to decrypt or restore such "electronic data".

All other policy provisions apply.

FE-1401

STATE FARM FIRE AND CASUALTY COMPANY

Bloomington IL 61702-2915

Po Box 2915

M-20-2446-FB42

F

**POLICY NUMBER** Residential Community Association Policy

96-CJ-8234-8

**DATE DUE** 

PLEASE PAY THIS AMOUNT

AUG 12 2025

\$3,166.00

3,164.00

3,166.00

2.00

001486 3125 **HUNTINGTON PINES HOMEOWNERS ASSOCIATION** C/O CHRIS TODD PO BOX 4315 ENGLEWOOD CO 80155-4315

Full payment by Date Due continues this policy to AUG 12 2026

**PREMIUM** DISASTER MITIGATION AMOUNT DUE

Location:

EAST MAPLEWOOD CIR & SOUTH DAYTON ST ENGLEWOOD CO 80111

Important Message(s)

**1**7 2667 3599

See reverse for important information. Please keep this part for your record. Prepared JUN 16 2025

Agent JACK V DOWNING INS AGCY INC Telephone (303) 825-6633

I Please fold and tear here ⊥

ate Farm

MOVING? PLEASE SEE YOUR STATE FARM AGENT. M-2446-FB42 **HUNTINGTON PINES HOMEOWNERS INSURED** ASSOCIATION 96-CJ-8234-8 CONDOMINIUM **POLICY NUMBER** 

PLEASE RETURN THIS PART WITH YOUR **CHECK MADE PAYABLE TO STATE FARM** 

DATE DUE

PLEASE PAY THIS AMOUNT

AUG 12 2025

\$3,166.00

2009509113 State Farm Insurance Companies P.O. Box 680001 Dallas, TX 75368-0001 

(o1f3092a)

r office use only 1013 M 10778 \$3,166.00 0911 FIRE BAL DUE Prepared: JUN 16 2025 94 - 1

electronic fund transfer from rom your check to make an lay we receive your paymer	your account or to electronic fund tran	sfer, funds may be withdra	check transaction. When with from your account as	we use information soon as the same
2-08-2007 (o1f3096a)				
		For Office Use Only		
			,	

State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

Po Box 2915 Bloomington IL 61702-2915

Named Insured

AT2 000305 3317 HUNTINGTON PINES HOMEOWNERS

9L-20-2446-FB42 F M

**Expiration Date** 

AUG 12 2026

RENEWAL DECLARATIONS

96-CJ-8235-1

**Effective Date** 

AUG 12 2025

The policy period begins and ends at 12:01 am standard time at your mailing address as shown.

Policy Number

**Policy Period** 

12 Months

ASSOCIATION C/O CHRIS TODD PO BOX 4315

ENGLEWOOD CO 80155-4315

-իկալիկելալիցիկերդեպերիկիլիակոսիվոկից**և** 

105-1001

Entity: HOA

#### COMMERCIAL LIABILITY UMBRELLA POLICY

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s) Coverage L - Business Liability (Each Occurrence) Coverage L - Business Liability (Annual Aggregate)	Limits of Insurance \$ 2,000,000 \$ 2,000,000		
Self-Insured Retention	\$ 10,000		

	Required Underlying Insurance Schedule		
Coverage		Mini	mum Underlying Limits
Business Liability	Bodily Injury (Per Occurrence) Bodily Injury (Annual Aggregate) Property Damage (Per Occurrence and Annual Aggregate)or		\$ 1,500,000 \$ 1,000,000 \$ 100,000
	Bodily Injury and Property Damage (Per Occurrence) Bodily Injury and Property Damage (Annual Aggregate)		\$ 500,000 \$ 1,000,000
Employers Non-Owned Auto Liability	Bodily Injury and Property Damage (Each Occurrence) Bodily Injury and Property Damage (Annual Aggregate)		\$ 500,000 \$ 1,000,000
	Bodily Injury (Each Person/Each Accident) Property Damage (Each Accident)or	\$	500,000 / \$ 500,000 \$ 100,000
	Bodily Injury and Property Damage (Each Accident)		\$ 500,000

Forms & Endorsements Commercial Umb Coverage Form *Policy Endorsement *Exclusion Cyber Incident *Terrorism Insurance Cov Notice Amendatory Endorsement Exclusion - Lead Poisoning Amendment of Who Is an Insured  CU-2384  CU-2384	3	\$	515.00
--	---	----	--------

\* New Form Attached

Other limits and exclusions may apply - refer to your policy

**Continued on Reverse** 

CU-2000 Prepared JUN 17 2025 1396 2 99 I

### **Continued from Front**

Required Underlying Insurance Schedule							
Coverage		Minimu	ım Underlying Li	imits			
Hired Auto Liability	Bodily Injury and Property Damage (Each Occurrence) Bodily Injury and Property Damage (Annual Aggregate)Or Bodily Injury (Each Person/Each Accident) Property Damage (Each Accident)Or Bodily Injury and Property Damage (Each Accident)	\$	\$ 500,000 / \$ \$	1,000,000 500,000 100,000 500,000			

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Muhelle Mancias

Secretary

Sections:

President

CU-2474.4C Page 1 of 5

#### IMPORTANT NOTICE

## **Regarding Changes to Your Policy**



CU-2474.4 POLICY ENDORSEMENT is added to your State Farm® policy and replaces CU-2474.3 POLICY ENDORSEMENT.

The following changes to your policy are effective with this policy term:

- BUSINESS LIABILITY, Business Liability Exclusions
  - Perfluoroalkyl and Polyfluoroalkyl Substances: There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" related exposures associated with "perfluoroal-kyl or polyfluoroalkyl substances", including any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities, of "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
  - Violation of Law Addressing Data Privacy: There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" that arises out of the violation of statutes, ordinances, regulations or other laws pertaining to any person's or organization's confidential or personal information, including financial, health, biometric or other nonpublic material or information.
  - Access or Disclosure Of Confidential Or Personal Information: Language is added to state there is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's biometric information, including damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expense or any other loss, cost or expense incurred by you or others.
- LIABILITY DEFINITIONS: "Perfluoroalkyl or polyfluoroalkyl substances" is added.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

**DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

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

#### POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

**BUSINESS LIABILITY** is amended as follows:

- 1. Business Liability Exclusions
  - a. The following is added to Paragraph 3. Liquor Liability:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- b. Paragraphs 20.b. and 20.c. under Personal And Advertising Injury are replaced by the following:
  - b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.

CU-2474.4C Page 2 of 5

c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period.

c. The last paragraph of 20.h. under Personal And Advertising Injury is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

d. Paragraph 21. Recording And Distribution Of Material Or Information In Violation Of Law is replaced by the following:

#### 21. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes:
- Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.
- e. The following exclusions are added:

#### Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

#### Violation of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law, or
- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

#### Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any access to or disclosure of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- **b.** Financial information, credit card information:
- c. Health information, biometric information; or



d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access or disclosure of any person's or organization's confidential or personal material or information.

#### 2. WHO IS AN INSURED

- a. Paragraph 1.c. is deleted.
- b. Paragraphs 2.b.(1) and (6) are replaced by the following:
  - (1) The owner or anyone else from whom you hire or borrow a "covered auto", including any person or entity employed by such owner or person or entity from whom you hire or borrow such "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
  - (6) "Employees" with respect to "bodily injury" to:
    - (a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or
    - (b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above.
- c. Paragraph 3. is replaced by the following:
  - 3. Any other person or organization who is insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
    - a. Subject to Limits Of Insurance, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of that insured is the amount of insurance:
      - (1) Required by the contract or agreement, less any amounts payable by any "underlying insurance", or
      - (2) Available under the applicable limits of insurance shown in the Declarations; whichever is less.
    - b. The coverage provided by this insurance for such insureds:
      - (1) Will not be broader than coverage provided by the "underlying insurance"; and
      - (2) Is subject to all the coverage limitations found in the "underlying insurance" other than the Limits Of Insurance.

#### 3. LIABILITY CONDITIONS

a. Paragraph 1. is replaced by the following:

#### 1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, prejudgment and postjudgment interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance shown in the Declarations.

b. Paragraph 6. is replaced by the following:

#### 6. Other insurance

a. This insurance is excess over, and will not contribute with any of the other insurance or "self-insured retentions", whether primary, excess, contingent, or any other basis. This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess over other insurance or "self-insured retention", we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance or "self-insured retention", we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance or "self-insured retention" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.
- c. Paragraph 19.c. under Premiums is replaced by the following:
  - c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
    - (1) Paid to us prior to the anniversary date; and
    - (2) Determined in accordance with Paragraph b.

Our forms then in effect will apply.

1398

d. The following are added:

#### **Our Rights Regarding Claim Information**

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
- b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:
  - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
  - (2) Using any of the items described in Paragraph b.(1) above; or
  - (3) Retaining:
    - (a) Any of the items in Paragraph b.(1) above; or
    - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:
  - (1) To enable performance of our business functions:
  - (2) To meet our reporting obligations to insurance regulators;
  - (3) To meet our reporting obligations to insurance data consolidators:
  - (4) To meet other obligations required by law, and
  - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:
  - (1) Authorization related to any claim submitted under this policy; or
  - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

#### 4. LIABILITY DEFINITIONS

- a. Paragraph 2. is replaced by the following:
  - "Auto" means:
    - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
    - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

b. The following is added to Paragraph 16. "mobile equipment":

CU-2474.4C Page 5 of 5 []

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".



c. The following definition is added:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
  - (2) Perfluoro alkyl acids (PFAA), such as perfluorooctane sulfonic acid (PFOS) and its salts:
  - (3) Perfluoropolyethers (PFPE);
  - (4) Fluorotelomer-based substances; or
  - (5) Side-chain fluorinated polymers; or
- b. Good or product, including containers, materials, parts or equipment furnished in connection with such good or products, that consists of or contains any chemical or substance described in Paragraph a.

All other policy provisions apply.

CU-2474.4

©, Copyright, State Farm Mutual Automobile Insurance Company, 2023 Includes copyrighted material of Insurance Services Office, Inc., with its permission.



CU-2498C Page 1 of 1

#### IMPORTANT NOTICE

## **Regarding Changes to Your Policy**

CU-2498 EXCLUSION - CYBER INCIDENT is added to your State Farm® policy.

The following changes to your policy are effective with this policy term:

- BUSINESS LIABILITY, Business Liability Exclusions
  - Cyber Incident: There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of a "cyber incident".

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

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

#### **EXCLUSION - CYBER INCIDENT**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL LIABILITY UMBRELLA POLICY

A. The following exclusion is added to Business Liability Exclusions:

#### Cyber Incident

"Bodily injury", "property damage" or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. For the purposes of this endorsement, the following definition is added to LIABILITY DEFINITIONS:

"Cyber incident" means any:

- 1. Unauthorized access to or use of any computer system;
- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or
- 3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

All other policy provisions apply.

CU-2498

© Copyright, State Farm Mutual Automobile Insurance Company, 2023 Includes copyrighted material of Insurance Services Office, Inc., with its permission.



In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

#### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERROR-ISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UN-DER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUB-JECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

©, Copyright, State Farm Mutual Automobile Insurance Company, 2020

**96-CJ-8235-1 1400** M 1396

tate rarm

State Farm Fire and Casualty Company

Po Box 2915 Bioomington IL 61702-2915

L-20-2446-FB42

Μ

F

96-CJ-8235-1

Full payment by Date Due continues this

COMMERCIAL LIABILITY UMBRELLA POLICY

policy to AUG 12 2026

**DATE DUE** 

**PLEASE PAY THIS AMOUNT** 

AUG 12 2025

**POLICY NUMBER** 

BALANCE DUE NOTICE

\$515.00

000305 3317 HUNTINGTON PINES HOMEOWNERS **ASSOCIATION** C/O CHRIS TODD PO BOX 4315

ENGLEWOOD CO 80155-4315

PREMIUM

515.0

AMOUNT DUE

515.0

LOCATION: On File

Important Message(s)

**17** 2668 3758

See reverse for important information. Please keep this part for your record. Prepared JUN 17 2025

PLEASE RETURN THIS PART WITH YOUR

**CHECK MADE PAYABLE TO STATE FARM** 

rte Farm

Telephone

MOVING? PLEASE SEE YOUR STATE FARM AGENT. L-2446-FB42

96-CJ-8235-1

**HUNTINGTON PINES HOMEOWNERS INSURED** 

(303) 825-6633

**POLICY NUMBER** 

JACK V DOWNING INS AGCY INC

ASSOCIATION

**COMM LIAB UMB** 

DATE DUE

PLEASE PAY THIS AMOUNT

AUG 12 2025

\$515.00

2009509267 State Farm Insurance Companies P.O. Box 680001 Dallas, TX 75368-0001

յենցվելինըությութեւնիկինկուհիովենենիրկութիզնի

(o1f3092a)

office use only JUN 17 2025 repared:

99

0305 M 1396

FIRE BAL DUE

\$515.00

When you provide a check as payment, you authorize us either to use information from your check to make a electronic fund transfer from your account or to process the payment as a check transaction. When we use in from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as to day we receive your payment, and you will not receive your check back from your financial institution.  02-08-2007 (01f3096a)	formation
For Office Use Only	
	o1y