

## Report Claims Immediately by Calling\* 1-800-238-6225

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

\*Unless Your Policy Requires Written Notice or Reporting

## **CONDOMINIUM PAC**

**CONDO - 13-24 UNITS PER FIRE DIVISION** 



#### A Custom Insurance Policy Prepared for:

STONES THROW CONDOMINIUMS ASSOCIATION, INC. 1003 STONES THROW DR NW HUNTSVILLE AL 35806

Presented by: ASSOCIATED INS ADMIN



RENEWAL CERTIFICATE

**COMMON POLICY DECLARATIONS** 

CONDOMINIUM PAC

BUSINESS: CONDO - 13-24 U

POLICY NO.: 680-3R514199-21-42

ISSUE DATE: 07/12/2021

**INSURING COMPANY:** 

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

STONES THROW CONDOMINIUMS ASSOCIATION, INC. 1003 STONES THROW DR NW **HUNTSVILLE AL 35806** 

2. POLICY PERIOD: From 08/26/2021 to 08/26/2022 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. **ADDRESS** (same as Mailing Address unless specified otherwise) BLDG. **OCCUPANCY** 

NO. NO.

001 10 BLDG/8 UNITS IN 1003 STONES THROW DR NW ALL

EACH AND POOL

HUNTSVILLE HOUSE AL 35806

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

**COVERAGE PARTS AND SUPPLEMENTS** 

**INSURING COMPANY** 

Businessowners Coverage Part

ACJ

- 5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorse ments for which symbol numbers are attached on a separate listing.
- **6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY NUMBER **POLICY INSURING COMPANY** 

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium \$ 32,740.00

\$ Due at Inception \$ Due at Each

NAME AND ADDRESS OF AGENT OR BROKER COUNTERSIGNED BY:

ASSOCIATED INS ADMIN DBC09

PO BOX 231330

AL 36123 MONTGOMERY

IL T0 25 08 01 (Page 1 of 01) Office: BIRMINGHAM AL DOWN DATE: 07/12/2021

Authorized Representative



#### **BUSINESSOWNERS COVERAGE PART DECLARATIONS**

CONDOMINIUM PAC POLICY NO.: 680-3R514199-21-42

ISSUE DATE: 07/12/2021

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 08-26-21 to 08-26-22 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

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

#### COMMERCIAL GENERAL LIABILITY COVERAGE

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

#### BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 2,500 per occurrence.

Building Glass: \$ 2,500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss subject to a maximum limit of

\$ 768,000

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE: ADDITIONAL COVERAGE:

Fine Arts: \$ 0

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

#### **SPECIAL PROVISIONS:**

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

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#### BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001 BUILDING NO.: ALL

> LIMIT OF INFLATION

COVERAGE INSURANCE VALUATION COINSURANCE GUARD \$ 10,653,625 Blanket Limit RC\* BUILDING N/A 0.0%

\*Replacement Cost

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

**EFFECTIVE DATE:** 08/26/2021 **ISSUE DATE:** 07/12/2021

#### LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

*			25			RENEWAL CERTIFICATE
*			01			BUSINESSOWNERS COVERAGE PART DECLARATIONS
*	IL	Т8	01	01	01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL	Т3	15	09	07	COMMON POLICY CONDITIONS
BUSI	NESS	OWN	IERS	3		
	MP	T1	30	02	05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
	MP	T1	02	02	05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
*	MP	T1	75	03	19	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
	MP	Т4	32	02	05	AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATIONS
*			25			FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
			49			BUSINESS INCOME AND EXTRA EXPENSE - POLICY LEVEL
						DOLLAR LIMIT ENDORSEMENT
	MP	Т3	50	11	06	EOUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
	MP	т3	56	02	08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS
						PERSONAL PROP COV ENHANCEMENTS
*	MP	T1	55	02	05	EMPLOYEE DISHONESTY AND FORGERY OR ALTERATION
						INCREASED LIMIT
*	MP	Т3	23	80	06	FUNGUS, ROT, BACTERIA AND OTHER CAUSES OF LOSS CHANGES
	MP	Т9	70	03	06	POWER PAC ENDORSEMENT
	CP	Т9	57	02	11	ALABAMA CHANGES
COMM	ERCI	AL	GEN	IER <i>P</i>	AL LIABI	LITY
	CG	T0	34	02	19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY
						COVERAGE FORM CG T1 00 02 19
	CG	T1	00	02	19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG	D2	37	02	19	EXCLUSION - REAL ESTATE DEVELOPMENT ACTIVITIES -
	99	<b>D</b> 2		00	10	COMPLETED OPERATIONS
	CG	D3	09	02	19	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS
	CG	מם	03	12	97	HAZARD AMEND - NON CUMULATION OF EACH OCC
			42			XTEND ENDORSEMENT FOR SMALL BUSINESSES
*			25		_	
			43			HIRED AUTO AND NON-OWNED AUTO LIABILITY
			21			FUNGI OR BACTERIA EXCLUSION
						AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
	CG	סת	18	ΤÜ	TT	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION
	כם	חת	76	0.6	93	LAWS EXCLUSION - LEAD
			42			EXCLUSION - LEAD EXCLUSION - DISCRIMINATION
	CG	דע	74	02	19	EXCLUSION - DISCRIMINATION

<sup>\*</sup> TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

IL T8 01 01 01 PAGE: 1 OF 2

**EFFECTIVE DATE:** 08/26/2021

**ISSUE DATE:** 07/12/2021

#### MULTIPLE SUBLINE ENDORSEMENTS

CG T3 3	12 11	ივ	T.TMTTATTON	WILLEN	סר סעדיי	MODE	DOLICIES	A DDT.V

#### INTERLINE ENDORSEMENTS

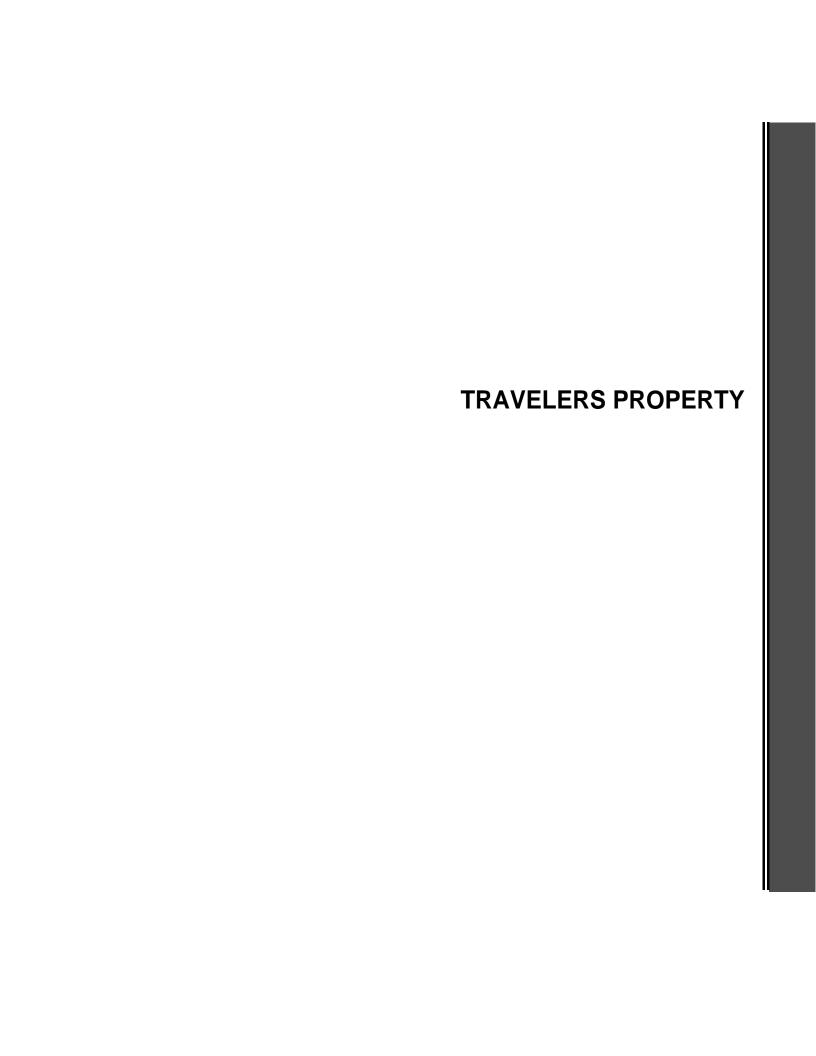
	IL T4 12	2 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
*	IL T4 14	01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
	IL T4 27	06 19	ADDITIONAL BENEFITS
*	IL T4 40	10 20	PROTECTION OF PROPERTY
	IL T3 82	2 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
	IL 00 21	09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD
			FORM)
	IL 01 90	04 15	ALABAMA CHANGES - ACTUAL CASH VALUE

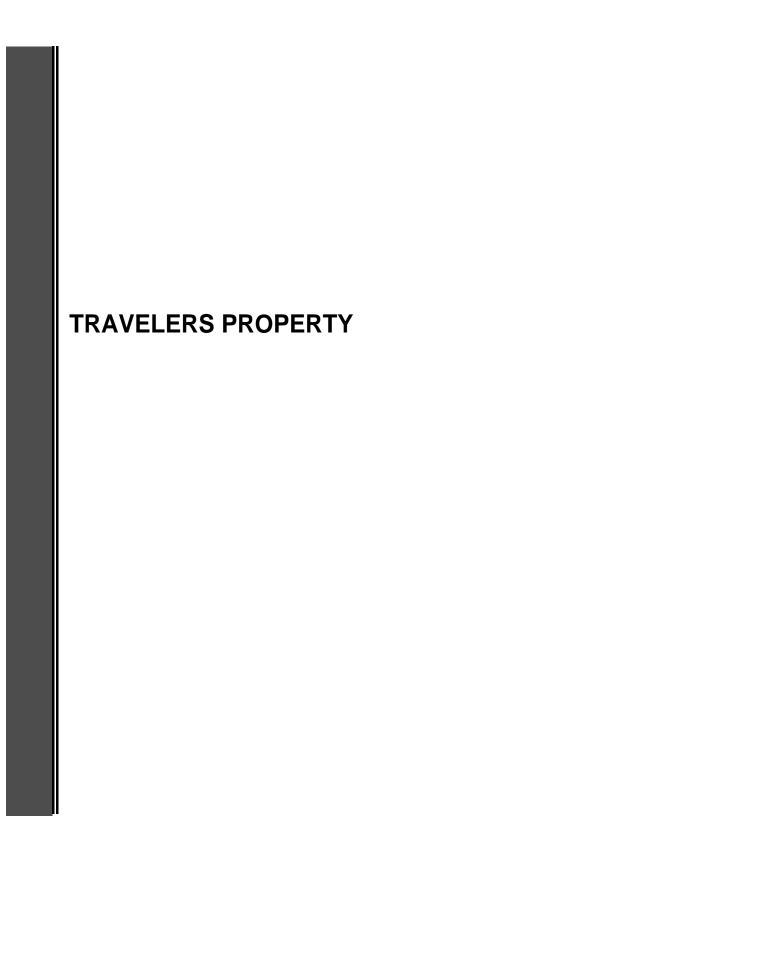
#### POLICY HOLDER NOTICES

*	PN MP 59 04 19	IMPORTANT NOTICE - PRODUCT AVAILABILITY					
*	PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND					
	BROKER COMPENSATION						
	PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS					

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<sup>\*</sup> TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.





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

#### WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

#### **SCHEDULE**

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

ALL 2.0%

The Windstorm or Hail Deductible, as shown in the Schedule, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Causes Of Loss – Broad Form Flood Endorsement (or if you have a Flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings:

- 1. Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance;
- 2. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

#### WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

A. Calculation Of The Deductible – All Policies

- **1.** A Windstorm or Hail Percentage (%) Deductible is calculated separately for, and applies separately to:
  - **a.** Each building, if two or more buildings sustain loss or damage;

Windstorm or Hail Deductible

- **b.** The building and to personal property in that building, if both sustain loss or damage;
- **c.** Personal property at each building, if personal property at two or more buildings sustains loss or damage;
- **d.** Personal property in the open;
- **e.** Any other property insured under this Coverage Form.
- 2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limits of Insurance, after any reduction required by any applicable coinsurance condition.

### B. Calculation Of The Deductible – Specific Insurance

When specific insurance applies, we will calculate the deductible as follows. In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 4%, 5% or 10% (as shown in the Schedule) of the Limit(s) of Insurance applicable

to the property that has sustained loss or damage.

### C. Calculation Of The Deductible – Blanket Insurance

When blanket insurance applies, we will calculate the deductible as follows. In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 4%, 5% or 10% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us. If there is no Statement of Values on file with us or if the Statement of Values on file with us is dated more than two years before the date of loss, then the value(s) to be used will be the value of the property at the time of loss.

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

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

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

#### **EXAMPLES – APPLICATION OF DEDUCTIBLE**

#### Example #1 - Specific Insurance

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

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

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

The Deductible is 2%.

#### **Building**

Step (1): \$80,000 X 2% = \$1,600 Step (2): \$60,000 - \$1,600 = \$58,400

#### **Business Personal Property**

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

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

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

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

#### Example #2 – Specific Insurance

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

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

The Deductible is 2%.

#### **Building**

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

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

#### **Business Personal Property**

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

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

The most we will pay is \$96,720 (\$58,000 + \$38,720).

The portion of the total loss that is not covered due to the application of the Deductible is \$3,280 (\$2,000 + \$1,280).

#### Example #3 – Specific Insurance

The amount of loss to the damaged building is \$60.000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The **actual** Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step (1):  $$70,000 \div $80,000 = .875$ 

Step (2):  $$60,000 \times .875 = $52,500$ 

Step (3): \$70,000 X 1% = \$700

Step (4): \$52,500 - \$700 = \$51,800

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

#### Example #4 - Blanket Insurance

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

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

The Deductible is 2%.

#### **Building #1**

Step (1): \$500,000 X 2% = \$10,000 Step (2): \$40,000 - \$10,000 = \$30,000

#### **Building #2**

Step (1): \$500,000 X 2% = \$10,000 Step (2): \$20,000 - \$10,000 = \$10,000

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

#### Example #5 - Blanket Insurance

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of

Insurance needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2 and #3, shown in the Declarations, is \$1,800,000. Therefore there is no Coinsurance penalty.

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

The Deductible is 2%.

#### **Building #1**

Step (1): \$500,000 X 2% = \$10,000 Step (2): \$40,000 - \$10,000 = \$30,000

#### Buildina #2

Step (1): \$500,000 X 2% = \$10,000 Step (2): \$20,000 - \$10,000 = \$10,000

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

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

## FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean 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.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge for such Insured Losses that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

- 4% of your total Businessowners Coverage Part premium if your primary location is in a Designated City (as listed below).
- 2% of your total Businessowners Coverage Part premium if your primary location is not in a Designated City (as listed below).

Designated Cities are						
Albuquerque, NM	El Paso, TX	Miami, FL	San Antonio, TX			
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Diego, CA			
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA			
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA			
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA			
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO			
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ			
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK			
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA			
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC			
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS			
Denver, CO	Memphis, TN	Portland, OR				
Detroit, MI	Mesa, AZ	Sacramento, CA				

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

# EMPLOYEE DISHONESTY AND FORGERY OR ALTERATION INCREASED LIMIT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

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

POLICY NUMBER: 680-3R514199-21-42

BUSINESSOWNERS
ISSUE DATE: 07/12/2021

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

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE PART

Α.	S	CH	IED	U	LE

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

Direct Damage Limit of Insurance

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

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

#### "Fungus", Wet Rot or Dry Rot

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

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

This exclusion does not apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 2 of 3 MP T3 23 08 06

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

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

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

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

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

**E.** Ordinance or Law Coverage Change

#### Under:

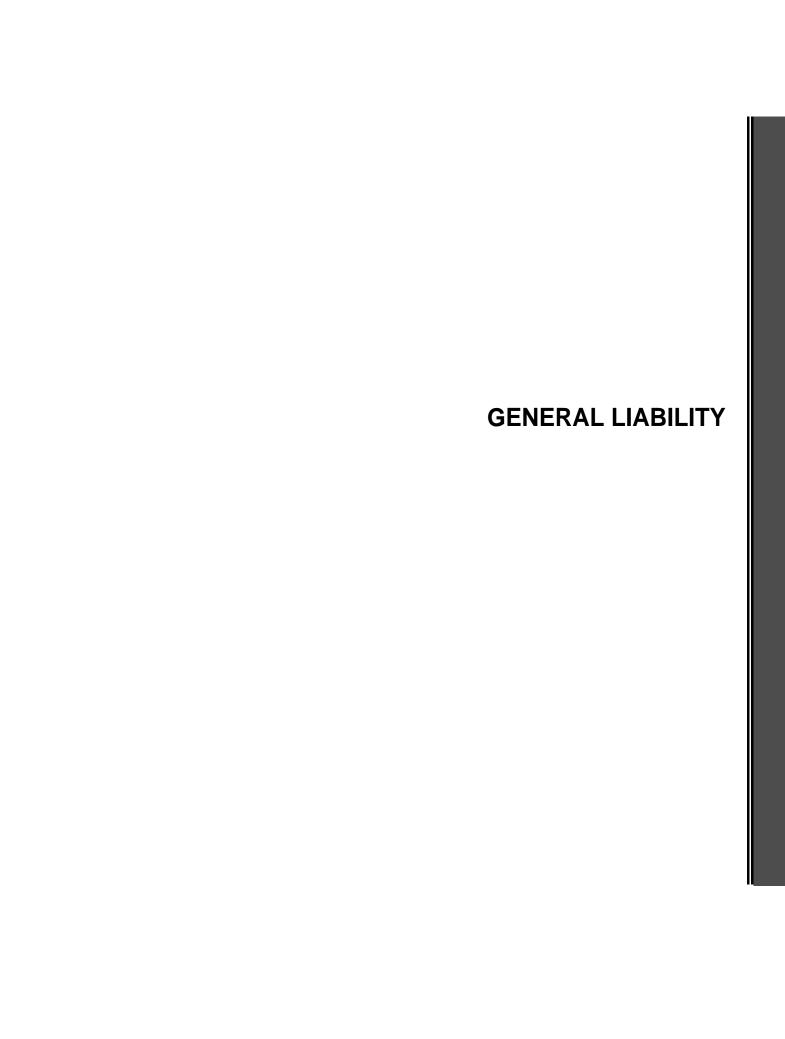
- The ordinance or law coverage in Section A.6.i. Increased Cost of Construction of the Businessowners Property Coverage Form;
- Ordinance or Law Coverage endorsement MP T1 35; and
- Any other Ordinance or Law coverage or Ordinance or Law – Increased "Period of Restoration" coverage provided under this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

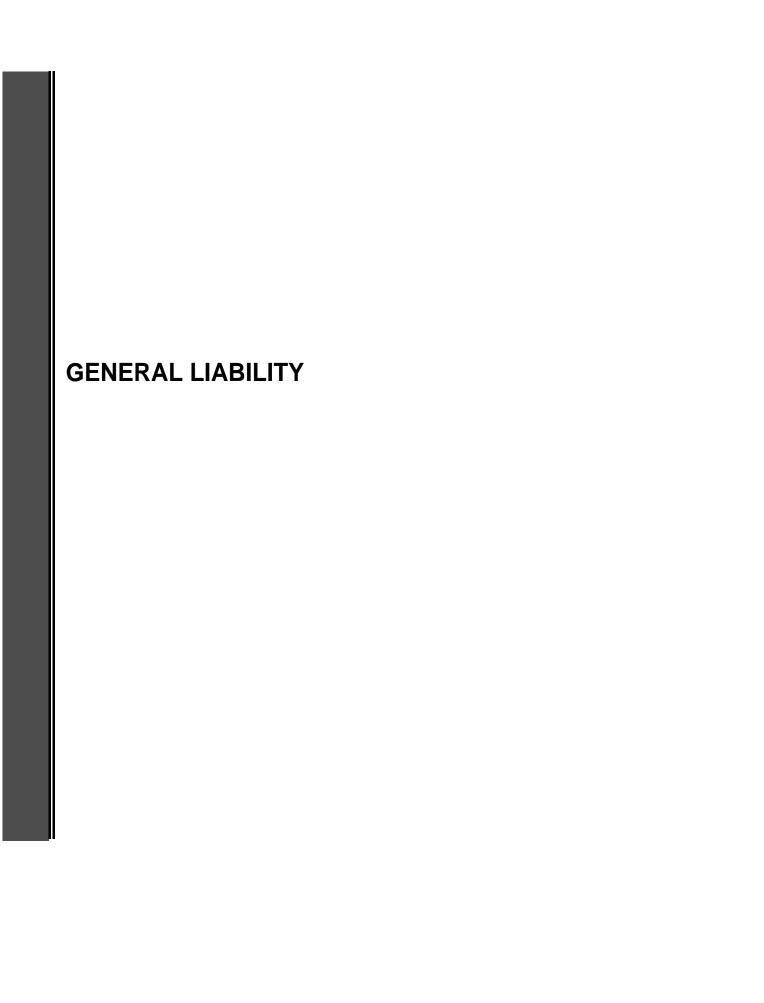
the following exclusion is added:

This coverage does not apply to:

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

**MP T3 23 08 06** Page 3 of 3





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

#### HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

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

#### **COVERAGE**

#### ADDITIONAL PREMIUM

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

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

#### **PROVISIONS**

#### A. COVERAGE

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

#### **B. EXCLUSIONS**

With respect to the insurance provided by this endorsement:

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

#### C. WHO IS AN INSURED

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

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

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

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

#### D. AMENDED DEFINITIONS

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

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

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

#### **E. ADDITIONAL DEFINITIONS**

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

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

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

# INTERLINE ENDORSEMENTS

# INTERLINE ENDORSEMENTS

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

#### CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART** 

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM

CYBERFIRST GENERAL PROVISIONS FORM

DELUXE PROPERTY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY\* WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART

**ENVIRONMENTAL HAZARD POLICY** 

**EQUIPMENT BREAKDOWN COVERAGE PART** 

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

LAW ENFORCEMENT LIABILITY COVERAGE PART

LIOUOR LIABILITY COVERAGE PART

MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND

INFORMATION SECURITY LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

TRAVELERS PROPERTY COVERAGE PART

TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART

Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will 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.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
- 2. 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.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

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

#### PROTECTION OF PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART DELUXE PROPERTY COVERAGE PART

The insurance provided under this Coverage Part for direct physical loss of or damage to Covered Property at the described premises is extended to include the following Additional Coverage:

#### **Protection of Property**

We will pay the necessary and reasonable expenses actually incurred by you to temporarily safeguard Covered Property at the described premises against the threat of imminent covered direct physical loss or damage by a "specified cause of loss", subject to the following:

- 1. This Additional Coverage only applies to expenses incurred within 72 hours before the time the imminent "specified cause of loss" is reasonably likely to begin to cause direct physical loss or damage to the Covered Property.
- **2.** This Additional Coverage does not apply to any expenses:
  - (a) To which any Preservation of Property coverage in this Coverage Part may apply; or
  - **(b)** For maintenance that reasonably should have been performed in the absence of any threat of imminent covered direct physical loss or damage by a "specified cause of loss".
- 3. The most we will pay under this Additional Coverage for all expenses arising out of all threats of imminent direct physical loss or damage by a "specified cause of loss" occurring during each separate 12-month period of this policy beginning with the effective date of this policy is:

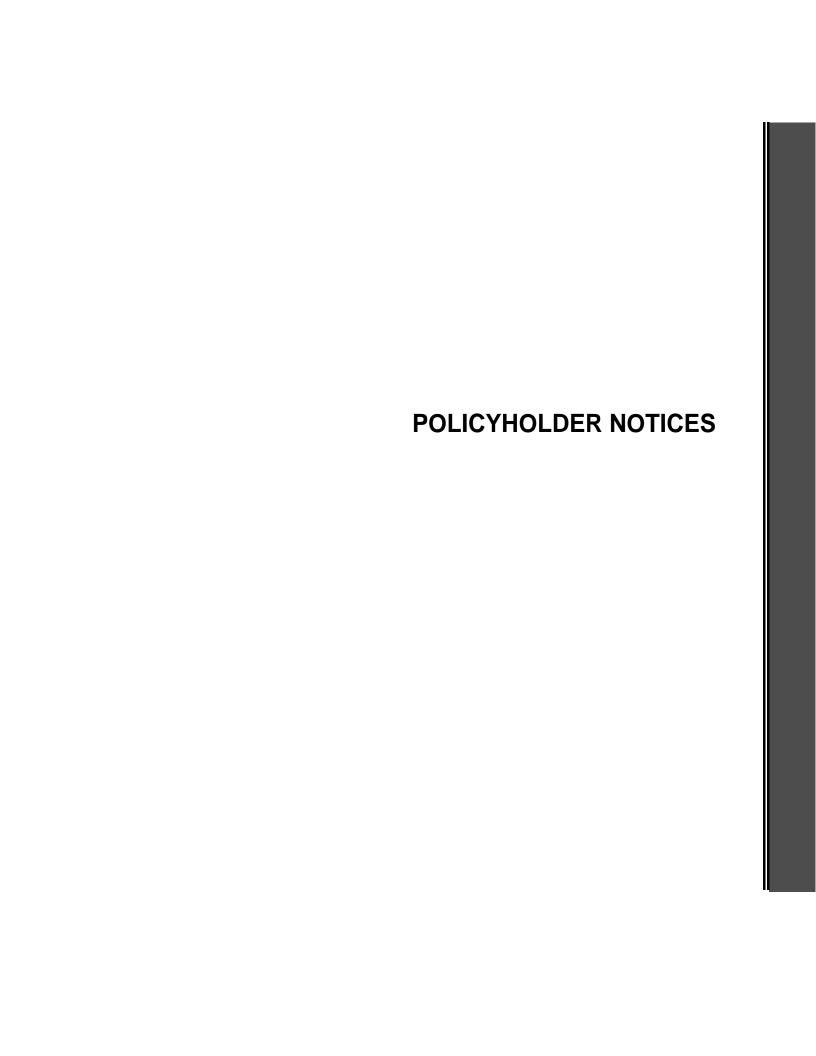
- (a) \$5,000 at each of the described premises; and
- (b) \$10,000 for all described premises.

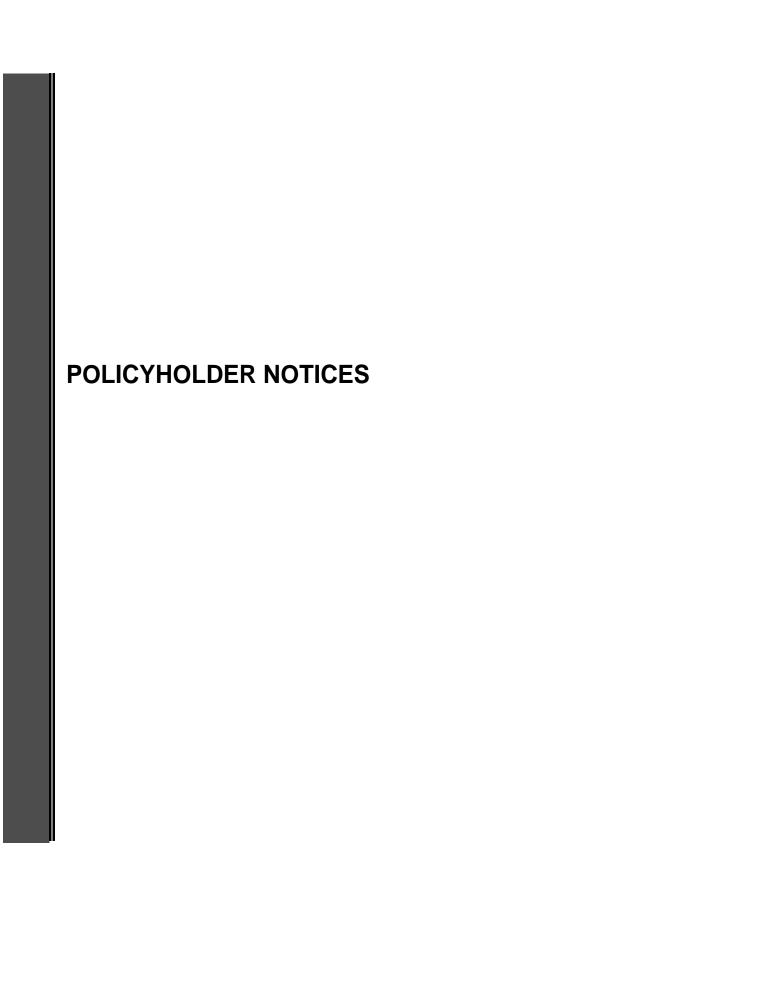
This is additional insurance.

If the "specified cause of loss" from which the property is being safeguarded is subject to an aggregate limit of insurance (meaning the limit of insurance is the most we will pay for all loss or damage arising out of all occurrences of such "specified cause of loss" in any one annual period of this policy), the Limit of Insurance that applies to this Additional Coverage is not included in, and does not reduce, the aggregate Limit of Insurance that applies to such "specified cause of loss".

**4.** This Additional Coverage is subject to the deductible that applies to loss or damage to the Covered Property by the "specified cause of loss" from which the property is being safeguarded.

In the event the "specified cause of loss" from which the property is being safeguarded actually causes covered direct physical loss or damage to the Covered Property, the total of the deductible amounts applied under this Additional Coverage and under the coverage provided for such loss or damage to the Covered Property will not exceed the deductible that applies to the covered loss or damage to the Covered Property by the "specified cause of loss".





#### IMPORTANT NOTICE - PRODUCT AVAILABILITY

#### PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible for a policy in a newer product from one of our other Travelers companies. We determine the price for a policy differently for the newer product. For example, there are a number of additional variables used to determine the price, including those that are based on specific property perils. The newer product might cost you less or more than what you pay now. It may also have different product features from your current policy. You may continue with your current policy, or you may request a policy in the newer product. Travelers is here to help-so contact your Travelers independent agent to discuss whether a different Travelers insurance policy is right for you.

## IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

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

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

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# IMPORTANT INFORMATION FOR MASTER PAC POLICYHOLDERS

#### Dear Policyholder:

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

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

POLICY NUMBER: 680-3R514199-21-42 POLICY OVERPRINT

**ISSUE DATE:** 07/12/2021

RATER: SD

**EFFECTIVE DATE:** 08/26/2021 **EXPIRATION DATE:** 08/26/2022

INSURED'S NAME: STONES THROW CONDOMINIUMS ASSOCIATION, INC.

New/Renewal: R Watch File: **Special Code: Solicitor Code:** Program Code: 10B **Survey Code: SAI:** 1114B0197 Paymode: L Reinsurance: f MSI: I **Audit Frequency:** DOWNSTREAM

Pro Rata Factor: 1.000 **Rating Mode:** Responsibility: I

**PREMIUM SUMMARY** 

S.B. ACCT. EFF. **PREMIUM** MO. DATE .1500

> 08/21 08-26-21 32,740.00 32,740.00

> > 32,740.00

RENEWING 680-003R514199--20

**Type Code Type Code Description** 

OFFICE: BIRMINGHAM AL 014

PRODUCER NAME: ASSOCIATED INS ADMIN DBC09

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