

14-0018-00  
ENERGY INSURANCE AGENCY INC  
PO BOX 55268  
LEXINGTON KY 40555

# *Auto-Owners* INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

AUTO-OWNERS INSURANCE COMPANY

Agency phone: (859) 273-1549

03-23-2023

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

### ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online  
[www.auto-owners.com](http://www.auto-owners.com)  
Pay My Bill

Pay by Mail  
AUTO-OWNERS INSURANCE  
PO BOX 740312  
CINCINNATI, OH 45274-0312

Pay by Phone  
1-800-288-8740

HARRODSBURG SQUARE CONDO ASSOCIATIO  
750 SHAKER DR  
LEXINGTON KY 40504-3745

RE: Policy 52-295-381-01

Billing Account 019358055

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

***Serving Our Policyholders and Agents Since 1916***

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

## **AVAILABILITY OF TERRORISM RISK INSURANCE COVERAGE**

Dear Policyholder:

Our records indicate that you previously rejected our offer to provide coverage for certified acts of terrorism. The enclosed policy does not provide coverage for certified acts of terrorism in accordance with your previous rejection of coverage.

If you would like coverage for certified acts of terrorism, please contact us.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

## NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. This policy does not provide coverage for certified acts of terrorism, since you have previously declined this coverage.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge will be made for this coverage after January 1, 2028. It will be prorated for the period beginning January 1, 2028 and ending on the expiration date of this policy term. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extended. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to exclude coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

## NOTICE TO POLICYHOLDER

Dear Policyholder:

The Commonwealth of Kentucky requires that insurers charge and collect a surcharge for Kentucky insurance premiums. The following policyholders are fully or partially exempt from premium surcharge:

Types of Policyholders Exempt from the Insurance premium surcharge include:

- Federal government
- Resident, nonprofit education and charitable institutions which have qualified for exemption from income taxation under Section 501 (c) (3) of the Internal Revenue Code

Types of Policyholders Partially Exempt from the Insurance premium surcharge include:

- The Commonwealth of Kentucky or any of its agencies, and any city, county, political subdivision or local government body of the Commonwealth are exempt from the surcharge on premiums collected for coverage of real property.
- Resident, nonprofit religious institutions are exempt from the surcharge on premiums collected for real, tangible and intangible property coverage.

Please contact your Auto-Owners agency if you feel you are eligible to receive a surcharge exemption.

## NOTICE OF CHANGE IN POLICY TERMS COMMUNICABLE DISEASE EXCLUSION

Dear Policyholder,

The umbrella coverage provided by this policy is amended by form 66244 (06-21) Communicable Disease Exclusion to clarify our intent to exclude the alleged or actual transmission of communicable disease. The endorsement includes language to exclude liability coverage even if claims against an insured allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**UMBRELLA POLICY DECLARATIONS**AGENCY ENERGY INSURANCE AGENCY INC  
14-0018-00 MKT TERR 039 (859) 273-1549

Renewal Effective 05-01-2023

INSURED HARRODSBURG SQUARE CONDO ASSOCIATIO

**POLICY NUMBER 52-295-381-01**  
Company Use 52-21-KY-2205ADDRESS 750 SHAKER DR  
LEXINGTON KY 40504-3745Company  
Bill**POLICY TERM**  
12:01 a.m. to 12:01 a.m.  
05-01-2023 to 05-01-2024

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

**COMMERCIAL UMBRELLA****LIMITS OF LIABILITY:**

Products-Completed Operations Aggregate	\$ 1,000,000
Other Aggregate	\$ 1,000,000
Each Incident Limit	\$ 1,000,000

**RETAINED LIMIT:** \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

**FORMS THAT APPLY TO THIS POLICY:**

26800 (07-05)	26606 (09-19)	26343 (07-05)	59351 (01-15)	26366 (07-05)
26296 (07-05)	26505 (07-08)	26541 (08-05)	26527 (09-09)	26531 (07-05)
66085 (07-14)	66088 (09-14)	66119 (12-15)	66127 (06-17)	66151 (12-17)
66174 (12-17)	66175 (12-17)	66206 (09-19)	66244 (06-21)	26827 (07-05)

**COMMERCIAL UMBRELLA PREMIUM****PREMIUM**  
\$745.40**THE POLICY PREMIUM SHOWN ABOVE INCLUDES:**TERRORISM  
CERTIFIED ACTS SEE FORM 59351 EXCLUDED  
TERRORISM COVERAGE

A premium charge may be made effective 01-01-2028. See forms 26505, 59392

TOTAL POLICY PREMIUM

**TERM**  
\$745.40

PROGRAM: Commercial

DISCOUNT APPLIES FOR AFFILIATION WITH: COMMERCE LEXINGTON

A 5% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):  
Comm Auto( ) Comm Prop/Comm Liab(X) Farm( ) WC( ) Life( ) Personal( ).

The Total Policy Premium shown above includes:

County Tax FAYETTE	34.65
Tax Collection Fee	5.20
Kentucky Premium Surcharge	12.48

AUTO-OWNERS INS. CO.

Issued 03-23-2023

AGENCY ENERGY INSURANCE AGENCY INC  
14-0018-00 MKT TERR 039

Company  
Bill

**POLICY NUMBER**  
Company Use

**52-295-381-01**  
52-21-KY-2205

INSURED HARRODSBURG SQUARE CONDO ASSOCIATIO

Term 05-01-2023 to 05-01-2024

**SCHEDULE OF UNDERLYING INSURANCE**

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:
OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY General Aggregate Products and Completed Operations Aggregate Occurrence Personal/Advertising Injury Hired/Non-Ownership Automobile Liability	COMBINED SINGLE LIMITS \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000 Included



**EXCLUSION OF CERTIFIED ACTS OF TERRORISM  
and  
IMPORTANT INFORMATION REGARDING TERRORISM RISK  
INSURANCE COVERAGE**

It is agreed:

1. The following definition applies:

**Certified act of terrorism** means any act certified by the Secretary of the Treasury, in consultation with:

- a. the Secretary of Homeland Security; and
- b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

Under the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

- a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
- b. (1) if the act of terrorism is:
  - a) a violent act; or
  - b) an act that is dangerous to human life, property or infrastructure; and
- (2) if the act is committed:
  - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
  - b) to influence the policy or affect the conduct of the United States government by coercion.

2. The following exclusion is added:

We shall not pay:

- a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.
- b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.

## **IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) 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 (iv) 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.

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

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## COMMUNICABLE DISEASE EXCLUSION

### Commercial Umbrella Policy

It is agreed:

**EXCLUSIONS** is amended. **K.** is deleted and replaced by the following exclusion.

**K. Bodily injury, property damage, personal injury or advertising injury** arising out of the actual or alleged transmission of a communicable disease. This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities.

All other policy terms and conditions apply.