

Your

Commercial

Documents

Policyholder Information

# Named Insured & Mailing AddressAgent Mailing AddressHARRODSBURG SQUARE CONDO(859) 224-7080ASSOCIATION INCNICHOLSON INSC/O TOM BERTRAND1020 MONARCH750 SHAKER DRLEXINGTON, KYLEXINGTON, KY 40504LEXINGTON, KY

#### Agent Mailing Address & Phone No.

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC. 1020 MONARCH ST STE 175 LEXINGTON, KY 40513-2003

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# Dear Policyholder:

We know you work hard to build your business. We work together with your agent, **NICHOLSON INSURANCE AGENCY, INC.** (859) 224-7080 to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:

Commercial Package

To find your specific coverages, limits of liability, and premium, please refer to your Declarations page(s).

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (859) 224-7080



- Verify that all information is correct
- If you have any changes, please contact your Agent at (859) 224-7080
- In case of a claim, call your Agent or 1-844-325-2467

You Need To Know

• CONTINUED ON NEXT PAGE

#### You Need To Know - continued

#### • NOTICE(S) TO POLICYHOLDER(S)

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CNI90 18 11 20	Important Notice To Policyholder Changes In Coverage Actual Cash Value
CNP90 16 12 20	Important Notice To Policyholder Changes In Coverage Cyber Incident Exclusion
NP 72 42 02 20	Terrorism Insurance Premium Disclosure And Opportunity To Reject
NP 74 06 01 06	Flood Insurance Notice
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory
	Notice to Policyholders
NP 74 78 02 12	Policyholder Disclosure Kentucky Local Government Premium Tax
NP 89 69 11 10	Important Policyholder Information Concerning Billing Practices
NP 94 05 01 14	Important Notice to Policyholders - Changes in Coverage - Commercial Property
	Coverage Part - Edition 10 12
NP 96 00 10 14	General Liability Access Or Disclosure Of Confidential Or Personal Information
	Exclusions Advisory Notice To Policyholders
NP 98 20 01 15	Jurisdictional Boiler And Pressure Vessel Inspections
SNI04 01 01 20	Liberty Mutual Group California Privacy Notice

• This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

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## **REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY**

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

#### We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

#### Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at 1(844)325-2467 .



## IMPORTANT NOTICE TO POLICYHOLDER CHANGES IN COVERAGE ACTUAL CASH VALUE

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. This notice contains a brief summary of a coverage change made to your policy.

This notice outlines a new endorsement being added to your renewal. Only the countrywide version of this endorsement is referenced. State specific versions, where applicable, have been added in the same manner as the countrywide version unless otherwise specified.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

These changes become effective as of the effective date of your replacement policy. Please note that this notice does not apply to you or your policy in the event you have received, or do receive, a notice of cancellation or nonrenewal.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

Expiring Form	Expiring Form Number	New Form	New Form Number	
N/A	N/A	Actual Cash Value	IL 88 53 or IL 88 54	

#### Summary of Changes

We are adding an endorsement to your policy that defines Actual Cash Value. Actual Cash Value is a valuation method that involves a depreciation calculation of physical property and expenses such as cost of goods sold, labor (if allowed), materials, and services necessary to replace, repair or rebuild damaged property at the time of loss. Actual Cash Value applies to your policy if you have not selected Replacement Cost or another method of loss valuation, or if you have selected Replacement Cost and choose to settle your claim on an Actual Cash Value basis.

# IMPORTANT NOTICE TO POLICYHOLDER CHANGES IN COVERAGE CYBER INCIDENT EXCLUSION

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. This notice contains a brief summary of a coverage change made to your policy.

This notice outlines a new endorsement being added to your renewal. Only the countrywide version of this endorsement is referenced. State specific versions, where applicable, have been added in the same manner as the countrywide version unless otherwise specified.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

These changes become effective as of the effective date of your replacement policy. Please note that this notice does not apply to you or your policy in the event you have received, or do receive, a notice of cancellation or nonrenewal.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

Expiring Form	Expiring Form Number	New Form	New Form Number
N/A	N/A	Cyber Incident Exclusion	CP 92 12 12 20
Spoilage Coverage	CP 04 40 CP 04 45 - CT		CP 04 40 12 20 CP 04 45 12 20 - CT

#### Summary of Changes

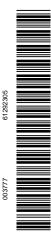
#### CP 92 12 Cyber Incident Exclusion

This endorsement clarifies that coverage is not provided for cyber incidents resulting in loss or damage to computer systems or computer software (including electronic data). A cyber incident includes, but is not limited to the unauthorized access or the introduction of a malicious code or virus that either damages or denies service to your computer system or computer software.

As it has been our historical intent to exclude coverage for loss or damage of this type, this new endorsement is provided to clarify that intent.

#### CP 04 40 (CP 04 45 Connecticut) Spoilage Coverage

If this endorsement is attached to your policy, a new edition is provided that expressly states that the Cyber Incident Exclusion applies to such coverage. The new edition is not available in California.



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HARRODSBURG SQUARE CONDO ASSOCIATION INC 750 SHAKER DR LEXINGTON, KY 40504 BKS (22) 61 29 23 05 From 05/01/2021 To 05/01/2022

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

1020 MONARCH ST STE 175 LEXINGTON, KY 40513-2003

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#### TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

#### THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

#### MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PRE-MIUM\_

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny 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

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) 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.

#### REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOV-ERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWL-EDGMENT, AND RETURN THIS FORM TO YOUR AGENT: <u>Please ensure any rejection is received within</u> thirty (30) days of the effective date of your policy.

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

L I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured HARRODSBURG SQUARE CONDO Policy Number BKS (22) 61 29 23 05

Policy Effective/Expiration Date

ASSOCIATION INC

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From 05/01/2021 To 05/01/2022

#### IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

# FLOOD INSURANCE NOTICE

Unless a Flood Coverage endorsement is attached, your policy does not provide flood coverage and you will **not** have coverage for property damage from floods unless you purchase a separate policy for flood insurance through the Federal Emergency Management Agency (FEMA) National Flood Insurance Program.

If you would like more information about obtaining coverage under the National Flood Insurance Program, please contact your agent.



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# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;

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- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## Policyholder Disclosure Kentucky Local Government Premium Tax

Kentucky statute KRS 91A.080 permits cities, counties, charter counties, consolidated local governments or urban-county governments to impose and collect license fees or taxes upon insurance companies for the privilege of engaging in the business of insurance. This statute also allows the insurance companies to include these license fees or taxes in the policy premium and to charge a collection fee in accordance with the guidelines issued by the Office of Insurance.

If you have any questions, please contact your agent.



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## Location(s) Jurisdiction Information:

**Loc 001:** 750 Shaker Dr Bldg 1, Lexington, KY 40504-3745 Jurisdiction applied to this location: 00426 Lexington-Fayette

#### SUMMARY OF LOCAL GOVERNMENT PREMIUM TAXES AND FEES:

Tax Code	City or County	\$

00426 Lexington-Fayette

\$2,814.10

KENTUCKY LOCAL GOVERNMENTPREMIUM TAX INCLUDES A COLLECTION FEE.

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## IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

**Dear Valued Policyholder:** This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

**Premium Notice:** We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

#### **Available Premium Payment Plans:**

- Annual Payment Plan: When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- Installment Payment Plan: When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

**Installment Payment Plan Fee:** If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Dishonored Payment Fee:** Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

**Special Note:** Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

**EFT-Automatic Withdrawals Payment Option:** When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

#### Thank you for selecting us to service your insurance needs.



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#### IMPORTANT NOTICE TO POLICYHOLDERS

#### CHANGES IN COVERAGE

#### COMMERCIAL PROPERTY COVERAGE PART - EDITION 10 12

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. The various coverage forms that constitute the Commercial Property Coverage Part of your policy are being updated. As a result, we are amending the policy form(s) listed below, which will result in changes to your coverage.

This notice contains a brief summary of coverage changes organized by policy section. Please note that not all of the endorsements indicated may apply to your specific policy. In addition, this notice does not reference every editorial change made to the endorsement or coverage form; it only reflects significant coverage changes.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

These changes become effective as of the effective date of your replacement policy. Please note that this notice does not apply to you or your policy in the event you have received, or do receive, a notice of cancellation or nonrenewal.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

#### COVERAGE FORMS, CAUSES OF LOSS FORMS AND RELATED ENDORSEMENTS

#### 1. BROADENINGS OF COVERAGE

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#### • Civil Authority Additional Coverage (CP 00 30, CP 00 32, CP 00 50)

The basic coverage period for the Civil Authority Additional Coverage is increased from three weeks to four weeks.

# • Coverage Radius for Business Personal Property and Personal Property of Others (CP 00 10, CP 00 18, CP 00 99, CP 17 98)

These forms are revised to extend coverage for business personal property and personal property of others to such property when located within 100 feet of the building or 100 feet of the described premises, whichever distance is greater.

#### • Debris Removal (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 80, CP 00 99)

The additional Limit of Insurance for debris removal expense is increased from \$10,000 to \$25,000.

Further, coverage for debris removal is expanded to include the expense of removing debris of certain property of others. The total expense for all debris removal is subject to the limitations stated in the policy concerning amount of coverage, including the aforementioned additional Limit of Insurance. However, when no Covered Property sustains direct physical loss or damage, coverage for the removal of debris of others' property is limited to \$5,000.

The Outdoor Property Coverage Extension is revised to include debris removal expense for trees, shrubs and plants that are the property of others, except trees, shrubs and plants owned by the landlord of an insured tenant.

Related change: Debris Removal Additional Insurance Endorsement **CP 04 15** makes reference to the policy's aforementioned limit of \$25,000.

• Electronic Data in Building Equipment (CP 00 10, CP 00 17, CP 00 18, CP 00 30, CP 00 32, CP 00 40, CP 00 50, CP 00 70, CP 00 99)

The property damage and related Coverage Forms (CP 00 10, CP 00 17, CP 00 18, CP 00 40, CP 00 70, CP 00 99) are revised to remove the \$2,500 limitation on electronic data with respect to loss or damage to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system. Coverage for such electronic data will be considered part of the coverage on the building. Further, under property damage forms, the \$2,500 limitation will no longer apply to stock of prepackaged software. Coverage for prepackaged software will be subject to the Limit of Insurance otherwise applicable to such personal property.

The business interruption Coverage Forms (CP 00 30, CP 00 32, CP 00 50) are revised so that the \$2,500 limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system. A business interruption caused by loss or damage to such electronic data will be subject to the coverage otherwise applicable to a covered business interruption.

#### • Entrusted Property (CP 10 30)

In the Causes Of Loss - Special Form **CP 10 30**, the exclusion of dishonest or criminal acts is revised to distinguish between those who have a role in the insured's business (partners, managers, employees, etc.) and others to whom property may be entrusted (a category that includes tenants and bailees, for example). With respect to the latter category, the exclusion is narrowed to apply only to theft. Further, the exception to the exclusion (which enables coverage for acts of destruction) is revised to extend applicability to authorized representatives.

#### • Extended Business Income, Extended Period of Indemnity (CP 00 30, CP 00 32)

The number of days' coverage under the Extended Business Income provision is increased from 30 to 60 days. Accordingly, the Extended Period of Indemnity option, if applicable, is revised to begin after 60 days.

#### • Fire Department Service Charge (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 80, CP 00 99)

The Fire Department Service Charge Additional Coverage is revised to enable purchase of a higher limit of coverage. This is a new coverage option which broadens a policy to which it applies.

#### • Outdoor Signs (CP 00 20, CP 00 10, CP 00 17, CP 00 18, CP 00 99)

In form **CP 00 20**, the Limit of Insurance for signs attached to the building is increased from \$1,000 per sign to \$2,500 per sign in any one occurrence.

In forms **CP 00 10, CP 00 17, CP 00 18** and **CP 00 99,** the Limit of Insurance for attached outdoor signs is increased from \$1,000 to \$2,500 per sign in any one occurrence. The Limit of Insurance for detached outdoor signs is increased from \$1,000 per-occurrence (in total) to \$2,500 per sign in any one occurrence. Further, coverage for detached outdoor signs is broadened to include all causes of loss otherwise covered under the applicable Causes of Loss form.

#### • Party Walls (CP 00 10, CP 00 17, CP 00 20, CP 00 99)

Potential broadening of coverage: As revised, the above captioned forms identify the exposure (party walls) and convey loss adjusting procedures for it. Under this insurance, loss payment relating to a party wall reflects the insured's partial interest in that wall. However, if the owner of the adjoining building elects not to repair or replace that building (and the building insured under this insurance is being repaired or replaced), this insurance will pay the full value of the party wall subject to all other applicable policy provisions.

#### • Property in Storage Units (CP 00 10, CP 00 17, CP 00 18, CP 00 99)

A Coverage Extension for Business Personal Property Temporarily in Portable Storage Units is introduced. Under this Coverage Extension, a 90-day coverage period is provided for business personal property temporarily stored in a portable storage unit located within 100 feet of the described premises, subject to a sub-limit of \$10,000 regardless of the number of storage units.

#### • Specified Causes of Loss - Water Damage (CP 10 30)

Coverage for water damage under the definition of "specified causes of loss" is expanded to include accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of certain off-premises systems due to wear and tear.



#### • Utility Services Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)

With respect to time element coverage, there is a broadening of coverage, in that on-premise s failure is limited to situations where the failure involves equipment used to supply utility service from an off-premises source.

# Vegetated Roofs (CP 00 10, CP 00 17, CP 00 20, CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30, CP 11 99)

Property Not Covered is revised to make an exception for lawns, trees, shrubs and plants which are part of a vegetated roof, thereby treating such property as an insured part of the building, so that an existing vegetative roof can be replaced with like kind in the event of a loss, subject to policy terms and certain limitations. Accordingly, lawns, trees, shrubs and plants which are part of a vegetated roof are no longer covered under the more limited Outdoor Property Coverage Extension.

#### 2. POTENTIAL REDUCTIONS OF COVERAGE

#### • Civil Authority Additional Coverage (CP 00 30, CP 00 32, CP 00 50)

For coverage to apply, access to the area immediately surrounding the damaged property must be prohibited by civil authority as a result of the damage and the insured's premises must be within that area, not more than 1 mile from the damaged property.

#### • Newly Acquired Property (CP 00 10, CP 00 17, CP 00 18, CP 00 99, CP 17 98)

Under the Newly Acquired Property Extension, the provision which extends an additional Limit of Insurance to newly acquired business personal property at the described premises is removed. There is no change to the coverage for newly acquired business personal property at newly acquired locations or at newly constructed or acquired buildings at the described location.

#### • Utility Services Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)

This exclusion now applies to utility failure that originates at the described premises, when such failure involves equipment used to provide utility service supplied by an off-premises provider. With respect to time element coverage, the aforementioned statement is relevant to the covered building, since the current time element exclusion already includes failure originating on the described premises outside a covered building.

#### 3. REINFORCEMENT OF COVERAGE

#### • Artificially Generated Electrical Current Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)

This exclusion has been revised to explicitly incorporate various terms that reflect current understanding of technology with respect to power sources and associated systems, such as electromagnetic energy (including electromagnetic pulse or waves) and microwaves, and the various risks presented by them.

# • Business Personal Property and Personal Property of Others in Described Structures (CP 00 10, CP 00 17, CP 00 18, CP 00 99, CP 17 98, CP 17 99)

The coverage provisions for Your Business Personal Property and Personal Property of Others are revised to make it explicit that such property is covered when located in the building <u>or structure</u> described in the Declarations.

#### • Collapse (CP 00 70, CP 10 20, CP 10 30)

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In forms **CP 00 70** and **CP 10 30**, the exclusion for collapse, and the Additional Coverage - Collapse (which provides limited coverage), are revised to reinforce that relationship.

In form **CP 10 20**, the Additional Coverage - Collapse is revised to reinforce the applicability of such coverage with respect to certain perils that are not otherwise covered by the policy.

#### Coverage Radius With Respect To Business Interruption (CP 00 30, CP 00 32, CP 00 50)

In part, the coverage criteria for business interruption coverage relate to loss or damage to personal property in the open or in a vehicle within a certain distance from the described premises. The language relating to the coverage radius is revised to achieve more similarity between the radius outlined for insureds who are occupants of the entire premises and those who occupy only a part of the premises, and to use terminology similar to that used in property damage forms.

#### • Earth Movement (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)

The Earth Movement Exclusion now makes explicit reference to earth movement caused by an act of nature or otherwise caused. In addition, the term earthquake now incorporates tremors and aftershocks.

With respect to coverage for Volcanic Action (which is a limited exception to the exclusion of volcanic eruption), all such eruptions that occur within any 168-hour period constitute a single occurrence.

#### • Electronic Data (CP 00 10, CP 00 17)

The coverage provisions are revised to reinforce that the amount of coverage under Additional Coverages - Electronic Data applies in addition to the Limits of Insurance for any other coverages.

#### • Electronic Data (CP 00 18, CP 00 99)

The coverage provisions are revised to reinforce that the amount of coverage for Electronic Data applies in addition to the Limits of Insurance for any other coverages.

#### • Fire Department Service Charge (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 80, CP 00 99)

The Fire Department Service Charge Coverage is revised to specify that the amount of such coverage (\$1,000 or a designated higher limit) applies to each premises described in the Declarations. Further, the language of the coverage provision is revised to make it explicit that the designated limit applies regardless of the number of responders or the number or type of services performed.

#### • Increased Cost of Construction (CP 00 10, CP 00 17)

The coverage provisions are revised to reinforce that the amount of coverage under Additional Coverages - Increased Cost of Construction applies in addition to the Limits of Insurance for any other coverages.

#### • Interruption of Computer Operations Additional Coverage (CP 00 30, CP 00 32, CP 00 50)

Revisions are made to reinforce that the amount of coverage for the Interruption of Computer Operations Additional Coverage applies in addition to the Limits of Insurance for any other coverages under these forms.

# • Ordinance or Law Exclusion (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 30, CP 00 32, CP 00 50, CP 00 70, CP 00 80, CP 00 99, CP 10 10, CP 10 20, CP 10 30)

The language of the Ordinance or Law Exclusion, which relates to enforcement of an ordinance or law, is revised to also refer to compliance with an ordinance or law.

Similar references are revised in the policy's Increased Cost of Construction (ICC) Additional Coverage, Loss Payment and Valuation Conditions, and Replacement Cost Optional Coverage, and in the Period of Restoration definition in the business interruption forms. Further, the ICC coverage grant is revised to explicitly refer to compliance with the minimum standards of an ordinance or law.

#### • Product Errors (CP 00 70, CP 10 30)

Coverage does not apply to loss or damage to any merchandise, goods or other product, caused by error or omission in any stage of the development, production or use of the product. But if the error or omission results in a covered cause of loss, the loss or damage attributable to the covered cause of loss is covered. Coverage intent is reinforced, with an explicit provision, in light of sporadic claims being asserted in contradiction of intent.

#### • Risk of Loss (CP 00 70, CP 10 30)

The term "risk of" is removed from the provisions related to insured perils in the Mortgageholders Errors and Omissions Coverage Form **CP 00 70** and the Causes of Loss - Special Form **CP 10 30**.

#### • Supplementary Payments (CP 00 40, CP 00 70)

These forms are revised to make it more explicit that the amount of coverage under the Supplementary Payments Additional Coverage applies in addition to the Limit of Insurance provided under these forms.

#### • Water Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)

The Water Exclusion provided by endorsement **CP 10 32** is incorporated into the aforementioned forms. As a result, endorsement **CP 10 32** is no longer added to the policy.



#### Miscellaneous Changes

Editorial changes were made to various forms. The revisions are summarized below:

- Condominium Association Coverage Form CP 00 17 is revised to include a definition of "stock", which is "merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping".
- Standard Property Policy **CP 00 99** is revised to replace the term "Coverage" with the term "policy" in the Concealment, Misrepresentation Or Fraud Additional Condition.
- Causes Of Loss Basic Form CP 10 10 and Causes of Loss Broad Form CP 10 20 are revised to specify that words and phrases which appear in quotation marks have special meaning and to refer to the Definitions section.

#### OTHER ENDORSEMENTS

#### 1. BROADENINGS OF COVERAGE

#### • Condominium Commercial Unit-owners Optional Coverages Endorsement (CP 04 18)

This endorsement is revised to provide the means for selecting a limitation (sub-limit) over \$1,000 for assessments that result from a deductible in the insurance purchased by the condominium association. Coverage is broadened if a sub-limit over \$1,000 is entered in the Schedule of the endorsement.

• Dependent Properties - Business Interruption (CP 15 01, CP 15 02, CP 15 08, CP 15 09, CP 15 34)

Under the following revised endorsements, secondary contributing locations and secondary recipient locations are covered if so indicated in the Schedule of the endorsement. Such locations are defined in the endorsement.

- CP 15 01 Business Income From Dependent Properties Limited International Coverage
- CP 15 02 Extra Expense From Dependent Properties Limited International Coverage
- CP 15 08 Business Income From Dependent Properties Broad Form
- CP 15 09 Business Income From Dependent Properties Limited Form
- CP 15 34 Extra Expense From Dependent Properties
- Discharge From Sewer, Drain or Sump (Not Flood-related) Endorsement (CP 10 38)

This new endorsement covers discharge of water or waterborne material from a sewer, drain or sump located on the described premises.

#### • Discretionary Payroll Expense Endorsement (CP 15 04)

This endorsement enables covering the payroll expense of particular job classifications or employees regardless of whether such expense is necessary to resume operations. Such coverage may be provided for the entire period of restoration or limited to a specified maximum number of days.

#### • Flood Coverage Endorsement (CP 10 65)

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Under the Flood Coverage Endorsement, there is no coverage for loss resulting from a flood which begins before or within 72 hours after the inception date of the endorsement. This endorsement is revised to provide that the aforementioned 72-hour waiting period will not apply when the prior policy included flood coverage and the policy periods are consecutive without a break in coverage. Further, the similar 72-hour waiting period for an increase in the Limit of Insurance will not apply to an increase executed at the time of renewal.

Also, this endorsement is revised to add drains and sumps to the provision which covers back-up and overflow from a sewer when such discharge occurs within 72 hours after a flood recedes.

#### • Food Contamination (Business Interruption and Extra Expense) Endorsement (CP 15 05)

This new endorsement covers certain extra expenses and business income losses arising out of food contamination. Separate limits apply to advertising expense and all other coverages under the endorsement. These limits apply on an annual aggregate basis.

• Increase In Rebuilding Expenses Following Disaster (Additional Expense Coverage On Annual Aggregate Basis) Endorsement (CP 04 09)

This new endorsement provides limited coverage for the situation in which the cost of repair/replacement of property exceeds the Limit of Insurance due to increases in the cost of labor and/or materials following a disaster.

#### • Specified Property Away From Premises Endorsement (CP 04 04)

This new endorsement provides coverage for business personal property temporarily away from the described premises in the course of daily business activities, while in the care, custody or control of the insured or an employee of the insured.

#### • Theft of Building Materials and Supplies (Other Than Builders Risk) Endorsement (CP 10 44)

This new endorsement extends coverage to encompass theft of building materials and supplies that are located on or within 100 feet of the premises when such property is intended to become a permanent part of the building or structure.

#### • Utility Services - Time Element Endorsement (CP 15 45)

This endorsement is revised to provide the means to select a new category of utility service: wastewater removal property. With respect to the coverage provided under this endorsement, wastewater removal property is a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water.

#### POTENTIAL REDUCTIONS OF COVERAGE

#### • Deductibles By Location Endorsement (CP 03 29)

This new endorsement provides for selected deductibles to apply at each designated building or designated location that has sustained loss or damage. Thus, under this endorsement, multiple deductibles would apply in the event of an occurrence that affects multiple buildings or locations. Under the prior policy, the applicable deductible applied once per occurrence regardless of the number of buildings or locations involved in the loss occurrence (except with respect to special deductibles such as wind or earthquake percentage deductibles, if any).

#### • Roof Surfacing Cosmetic Loss Exclusion Endorsement (CP 88 36)

This new endorsement excludes for the buildings or structures shown in the endorsement schedule cosmetic damage to roof surfacing caused by wind and/or hail.

#### • Actual Cash Value - Roof(s) (CP 88 37)

This new endorsement stipulates that for the buildings or structures shown in the endorsement schedule, we will determine the value of the roof at actual cash value on buildings or structures otherwise subject to replacement cost valuation.

#### Limitation On Loss Settlement - Blanket Insurance (Margin Clause) Endorsement (CP 12 32)

Under this endorsement, loss payment on an individual property under the blanket is limited to its stated value plus a percentage of that value as shown in the Schedule. The margin does not increase the blanket Limit of Insurance. In the event of partial loss, this endorsement may reduce the amount of loss payment in comparison to a blanket policy without a margin clause.

#### 3. REINFORCEMENT OF COVERAGE

# • Builders Risk - Theft of Building Materials, Fixtures, Machinery, Equipment Endorsement (CP 11 21)

The exclusion of dishonest or criminal acts is revised to add reference to members, officers, managers, temporary employees and leased workers.

#### • Building Glass - Tenant's Policy (CP 14 70)

Endorsement **CP 14 70**, Building Glass - Tenant's Policy, is introduced to enable coverage of building glass under a tenant's policy that does not otherwise cover the building. This endorsement includes a line item for a deductible in the Schedule of the endorsement. A deductible will apply to building glass coverage only if a deductible amount is entered in the Schedule.

#### Building Owner - Additional Insured and Loss Payee (CP 12 19, CP 12 18)

Endorsement CP 12 19, Additional Insured - Building Owner, enables adding the building owner as an additional Named Insured under a tenant's Building Coverage.



Endorsement CP 12 18, Loss Payable Provisions, is revised to add an option, Building Owner Loss Payable, to identify the building owner and recognize that entity as a loss payee.

#### Business Income - Landlord As Additional Insured (Rental Value) (CP 15 03)

Endorsement **CP 15 03**, Business Income - Landlord As Additional Insured (Rental Value), provides coverage for loss of rental income for a landlord (the Additional Insured) under a tenant's policy. The amount of any payment made to the Additional Insured under this endorsement will be deducted from the Named Insured's business income loss.

#### • Business Income Report/Worksheet (CP 15 15)

This endorsement is revised to recognize that the revised policy now provides 60 days of Extended Business Income Coverage.

#### • Causes Of Loss Exclusion Endorsements (CP 10 54 and CP 10 56)

Under endorsement **CP 10 54**, a statement is added to reinforce the applicability of underlying policy exclusions.

Under endorsement **CP 10 56**, exclusionary language concerning seepage or leakage is added to conform to the provision in the underlying policy, with no change in coverage.

#### • Dependent Properties - Business Interruption (CP 15 01, CP 15 02, CP 15 08, CP 15 09, CP 15 34)

The definition of dependent property excludes various utility providers; the list of utilities is updated to make reference to wastewater removal services. With respect to business interruption coverage, loss caused by interruption in utility service is addressed in endorsement **CP 15 45.** Refer to the item titled Utility Services - Time Element Endorsement **CP 15 45.** 

#### • Dependent Properties - Time Element (CP 15 08, CP 15 09, CP 15 34)

The revised description of Miscellaneous Locations makes it explicit that highways and other transportation conduits are not considered to be Miscellaneous Locations.

#### • Earthquake Sprinkler Leakage Deductible (CP 10 40, CP 10 45)

**CP 10 40** Earthquake And Volcanic Eruption Endorsement and **CP 10 45** Earthquake And Volcanic Eruption Endorsement (Sub-limit Form) are revised to specify that the Earthquake percentage deductible does not apply when Earthquake Coverage is limited only to Earthquake Sprinkler Leakage (EQSL) Coverage. Instead, the deductible for Fire Coverage applies to EQSL Coverage.

#### • Electrical Apparatus and Electronic Commerce Endorsements (CP 04 10, CP 04 30)

Endorsements **CP 04 10** and **CP 04 30** are revised to reflect the changes to the Artificially Generated Electrical Current exclusion in the Causes of Loss forms.

#### Exclusion of Loss Due To By-products of Production or Processing Operations (Rental Properties) Endorsement (CP 10 34)

This new endorsement, which applies to policies issued to owners and tenants of rental premises, reinforces that property damage and business interruption coverages do not apply to loss or damage to the described premises caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental units identified in the Schedule of the endorsement. But loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation is not excluded.

#### • Flood Coverage Schedule (CP DS 65)

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The Flood Coverage Schedule is revised so that the Underlying Insurance Waiver can be made applicable by location. The Underlying Insurance Waiver is a provision in Flood Coverage Endorsement **CP 10 65**; the waiver applies to a location only if so indicated in the Flood Coverage Schedule.

#### • Functional Building Valuation Endorsement (CP 04 38, CP 04 47)

The section of the endorsement that addresses exclusion of pollution under Ordinance or Law Coverage is revised to include reference to fungus and other contaminants and to follow similar provisions of the Increased Cost of Construction Additional Coverage in the underlying policy.

#### • Higher Limits Endorsement (CP 04 08)

This new endorsement increases certain specified dollar limitations.

#### • Increased Cost of Loss and Related Expenses for Green Upgrades Endorsement (CP 04 02)

The Schedule of this endorsement is revised to facilitate identification of personal property (when not all personal property is to be covered for Green Upgrades) and to facilitate the entry of different percentage selections for the building and personal property.

Subparagraphs A.1.a. and A.1.b. are revised to simplify the calculation described therein, with no change in the outcome. Subparagraph A.1.d. is added to explicitly address the situation in which the property loss is less than the deductible.

The provisions of former Paragraph **A.9.**, concerning vegetated roofs, are incorporated into the underlying policy forms, as discussed in the item titled Vegetated Roofs.

#### • Ordinance or Law Coverage (CP 04 05, CP 04 46, CP 04 38, CP 04 47, CP 15 25, CP 15 31)

The coverage grant of endorsements **CP 04 05** (Ordinance Or Law Coverage) and **CP 04 46** (California - Ordinance Or Law Coverage) is revised to remove reference to enforcement of an ordinance or law, in favor of referring to a requirement to comply with an ordinance or law. The same revision is made to endorsements **CP 04 38** (Functional Building Valuation) and **CP 04 47** (California - Functional Building Valuation) which incorporates ordinance or law coverage.

In addition, references are added to compliance with an ordinance or law in endorsements **CP 15 25** Business Income Changes - Educational Institutions (in the Period of Restoration definition) and **CP 15 31** Ordinance Or Law - Increased Period of Restoration.

#### • Outdoor Trees, Shrubs and Plants Endorsement (CP 14 30)

This endorsement is revised to specify that the applicable Limit of Insurance for loss or damage to outdoor trees, shrubs and plants includes debris removal expense. Accordingly, the endorsement states that the Outdoor Property Coverage Extension and Debris Removal Additional Coverage do not apply to property covered under **CP 14 30**; such provision avoids duplication of coverage.

#### • Payroll Limitation or Exclusion Endorsement (CP 15 10)

This endorsement is revised to provide the means to limit or exclude coverage for the payroll expense of any category of employee or individual employee. Since applicability of the endorsement will no longer be restricted to non-managerial employees, the term "ordinary payroll expense" and its definition are removed from the endorsement. In addition, the title of the endorsement is revised to remove the word "Ordinary".

#### • Protective Safeguards (CP 04 11)

Endorsement **CP 04 11** Protective Safeguards replaces **IL 04 15** Protective Safeguards. The new endorsement contains the same provisions as **IL 04 15** and adds a symbol and description to recognize hood-and-duct fire extinguishing systems.

#### • Radio or Television Antennas - Business Income or Extra Expense Endorsement (CP 15 50)

In the list of forms to which **CP 15 50** applies, reference to the Earthquake Form is removed. Since earthquake coverage is now provided by endorsing the Causes of Loss Form (Basic, Broad or Special), it is no longer necessary for **CP 15 50** to include reference to the Earthquake Form.

#### • Theft Exclusion Endorsement (CP 10 33)

This endorsement is revised to include a Schedule to facilitate display of the location(s) to which the exclusion applies.

#### • Utility Services Coverage Endorsements (CP 04 17, CP 15 45)

Endorsements **CP 04 17** Utility Services - Direct Damage and **CP 15 45** Utility Services - Time Element are revised to make it explicit that transmission lines include all lines which serve in the transmission of power or communication service, including lines which may be identified as distribution lines.

These endorsements are revised to remove the qualification that the utility service property be located off the described premises (or outside a covered building, in the case of time element). With respect to a policy that was and is endorsed to cover utility services, there is no change in coverage. The revision to the coverage endorsements simply recognizes the revision to the underlying exclusion.



#### • Windstorm or Hail Percentage Deductible Endorsement (CP 03 21)

Paragraph **D.1.** of this endorsement is editorially revised to be consistent with the other sections of Paragraphs **B., C.** and **D.** of this endorsement. The previous wording of paragraph **D.1.** referred to "that property" without specifying that it is the property which has sustained loss or damage.

The following editorial changes have been made: The text of the endorsement no longer includes language pertaining to other causes or events that contribute concurrently or in any sequence to the loss, because the underlying policy addresses that concept. Language is added to make it more explicit that this endorsement does not affect the impact of the policy's Water Exclusion or any other exclusion in the policy, and does not affect the application of a Flood Deductible if the policy (or another policy) provides coverage for Flood.

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# GENERAL LIABILITY ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSIONS

## ADVISORY NOTICE TO POLICYHOLDERS

Dear Valued Policyholder,

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Thank you for selecting us as your carrier for your commercial insurance. Your renewal policy contains an exclusion regarding access or disclosure of personal information. There is more than one version of the exclusion and each is described below. Please note that not all of the forms or changes noted may apply to your specific policy. Any of the forms described in this notice may have comparable state specific forms in lieu of the forms mentioned below. In those situations, the title of the state forms on your policy will generally be very similar to one or more titles mentioned in this notice.

The changes described below would also apply to those state specific forms, unless noted otherwise. In addition, this notice does not reference every change made to the endorsements or coverage forms, only material (or significant) changes.

Please read your policy and review your declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail. Should you have questions after reviewing the changes outlined below, please contact your broker or agent. Thank you for your business.

With respect to bodily injury and property damage arising out of access or disclosure of confidential or personal information, these changes are a reinforcement of coverage intent. Damages related to data breaches, and certain data-related liability, are not intended to be covered by various liability coverage parts. These types of damages may be more appropriately covered under certain coverage endorsements providing data compromise, attack and extortion and network security liability.

#### CG 21 06 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage A Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage B Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

#### CG 21 07 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury Exception Not Included (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

• Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

 Under Coverage B - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

# CG 21 08 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

#### CG 04 37 05 14 - Electronic Data Liability (For Use With The Commercial General Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage A Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage **B** Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

#### CG 33 53 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception (For Use With The Owners And Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

#### CG 33 59 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury Exception Not Included (For Use With The Owners And Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

# CG 33 63 05 14 - Exclusion - Access, Disclosure Or Unauthorized Use Of Electronic Data (For Use With The Electronic Data Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, to the extent that damages arising out of theft or unauthorized viewing, copying, use, corruption, manipulation or deletion, of electronic data by any Named Insured, past or present employee, temporary worker or volunteer worker of the Named Insured may extend beyond loss of electronic data arising out of such theft or the other listed items, this revision may be considered a reduction in coverage.

#### JURISDICTIONAL BOILER AND PRESSURE VESSEL INSPECTIONS

Most jurisdictions (cities or states) are governed by laws and regulations that require owners of boilers and pressure vessels to have their equipment inspected on a routine basis. Jurisdictions require that equipment is installed and operated according to these regulations, and it is the equipment breakdown engineering inspector's responsibility to verify the equipment complies with all requirements.

Liberty Mutual Equipment Breakdown is a National Board Accredited Authorized Inspection Agency. This designation is recognized by authorities having jurisdictions in the U.S. & provinces of Canada and gives Liberty Mutual commissioned inspectors the ability to perform jurisdictionally required inspection on boilers and pressure vessels at insured locations. We have field inspectors strategically located throughout the U.S. to perform boiler and pressure vessel inspection for our customers and clients.

To request a Jurisdictional Inspection please:

• Call the LMEB Hotline (877) 526-0020

Or

• Email your request to LMEBInspections@Libertymutual.com

The assigned EB Risk Engineer will call to schedule within 24 - 48 hours. When requesting an inspection please include the following:

- Current Policy Number
- Location Address
- Contact Name
- Contact Phone Number and/or Email Address

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#### LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a Liberty Mutual commercial line insured or are a commercial line claimant residing in California. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

#### What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- Identifiers, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- Personal information described in California Civil Code 1798.80(e), such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- Protected classification characteristics, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- Internet or other similar network activity, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- Inferences drawn from other personal information, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- Claims data, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:			
<ul> <li>ask about, buy insurance or file a claim</li> </ul>	<ul> <li>your insurance agent or broker</li> </ul>			
● pay your policy	<ul> <li>your employer, association or business (if you are insured through them)</li> </ul>			

#### How We Get the Personal Data:

<ul> <li>visit our websites, call us, or visit our office</li> </ul>	<ul> <li>our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul> <li>consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li> </ul>
	• other public directories and sources
	<ul> <li>third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, expert loss adjustors and claim handlers</li> </ul>
	<ul> <li>other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which re- quires your personal data</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

#### How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

Business Purpose	Data Categories			
<ul> <li>Market, sell and provide insurance. This includes for example:</li> <li>calculating your premium;</li> <li>determining your eligibility for a quote;</li> <li>confirming your identity and service your policy;</li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>			
<ul> <li>Manage your claim. This includes, for example:</li> <li>managing your claim, if any;</li> <li>conducting claims investigations;</li> <li>conducting medical examinations;</li> <li>conducting inspections, appraisals;</li> <li>providing roadside assistance;</li> <li>providing rental car replacement, or repairs;</li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> </ul>			

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	<ul><li>Risk data</li><li>Claims data</li></ul>
<ul> <li>Day to Day Business and Insurance Operations.</li> <li>This includes, for example: <ul> <li>creating, maintaining, customizing and securing accounts;</li> <li>supporting day-to-day business and insurance related functions;</li> <li>doing internal research for technology</li> <li>development;</li> <li>marketing and creating products and services;</li> <li>conducting audits related to a current contact with a consumer and other transactions;</li> <li>as described at or before the point of gathering personal data or with your authorization;</li> </ul> </li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<ul> <li>Security and Fraud Detection. This includes for example:</li> <li>detecting security issues;</li> <li>protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<ul> <li>Regulatory and Legal Requirements. This includes for example:</li> <li>controls and access rights management;</li> <li>to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of</li> <li>Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>exercising and defending our legal rights and positions;</li> <li>to meet Liberty contract obligations;</li> <li>to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>as otherwise permitted by law</li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>

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	<ul> <li>Improve Your Customer Experience and Our Products. This includes for example:</li> <li>improve your customer experience, our products and service;</li> <li>to provide, support, personalize and develop our website, products and services;</li> <li>create and offer new products and services;</li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
	<ul> <li>Analytics to identify, understand and manage our risks and products. This includes for example:</li> <li>conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
000 002	<ul> <li>Customer service and technical support. This includes for example:</li> <li>answer questions and provide notifications;</li> <li>provide customer and technical support;</li> </ul>	<ul> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>

#### How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

IdentifiersProtected ClassificationCharacteristics;CProtected ClassificationCharacteristics;CInternet or other similar network activity;CInferences drawn from other personal information;RProfessional, employment, and education information;

Personal Data; Commercial Information; Claims Data; Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

#### What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

#### Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

#### You can make a request by either:

Calling:	800-344-0197	
Online:	libertymutualgroup.com/privacy-policy/data- request	
Mail:	Attn: Privacy Office Liberty Mutual Insurance Company 175 Berkeley St., 6th Floor Boston, MA 02116	

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

#### Response Timing

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Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

#### Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

#### No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

#### No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

#### Will Liberty Mutual Update This Privacy Notice?

We reserve the right to makes changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

#### Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

 Phone:
 800-344-0197

 Email:
 privacy@libertymutual.com

 Postal Address:
 Attn: Privacy Office

 Liberty Mutual Insurance Company
 175 Berkeley St., 6th Floor

 Boston, MA 02116
 02116

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175 Berkeley St., Boston, MA 02116

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Common Policy Declarations**

#### Named Insured & Mailing Address

#### Agent Mailing Address & Phone No.

HARRODSBURG SQUARE CONDO ASSOCIATION INC C/O TOM BERTRAND 750 SHAKER DR LEXINGTON, KY 40504

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC. 1020 MONARCH ST STE 175 LEXINGTON, KY 40513-2003

#### Named Insured Is: ASSOCIATION

Named Insured Business Is: CONDOMINIUM ASSOCIATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

#### SUMMARY OF COVERAGE PARTS AND CHARGES - CUSTOM PROTECTOR

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART	CHARGES	
Commercial Property	\$45,883.13	
Commercial Crime	\$909.88	
Commercial General Liability	\$4,780.60	
Employment Practices Liability	\$32.27	
Condominium Association Directors and Officers Liability	\$1,027.10	

Total Charges for all of the above coverage parts: Certified Acts of Terrorism Coverage: \$486.00

Note: This is not a bill

\$52,632.98

(Included)

#### **IMPORTANT MESSAGES**

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- Notice: The Employment-Related Practices Exclusion CG 21 47 is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.

	Issue Date 04/29/21 A			Authorized Re	Authorized Representative					
]	DS 70 21 11 16									
04/29/21	61292305	N0223114	550	MCAOPPNO	AGENT COPY	003777	PAGE	33	0F	76



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175 Berkeley St., Boston, MA 02116

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Common Policy Declarations**

Agent

# Named Insured

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC. 1020 MONARCH ST STE 175 LEXINGTON, KY 40513-2003

HARRODSBURG SQUARE CONDO ASSOCIATION INC C/O TOM BERTRAND 750 SHAKER DR LEXINGTON, KY 40504

#### SUMMARY OF LOCATIONS

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

- 0001 750 Shaker Dr Bldg 1, Lexington, KY 40504-3745
- 0002 750 Shaker Dr Bldg 2, Lexington, KY 40504-3745
- 0003 750 Shaker Dr Bldg 3, Lexington, KY 40504-3745
- 0004 750 Shaker Dr Bldg 4, Lexington, KY 40504-3745
- 0005 750 Shaker Dr Bldg 5, Lexington, KY 40504-3745
- 0006 750 Shaker Dr Bldg 6, Lexington, KY 40504-3745
- 0007 750 Shaker Dr Bldg 7, Lexington, KY 40504-3745
- 0008 750 Shaker Dr Bldg 8, Lexington, KY 40504-3745
- 0009 750 Shaker Dr Bldg 9, Lexington, KY 40504-3745
- 0010 750 Shaker Dr Bldg 10, Lexington, KY 40504-3745

In witness whereof, we have caused this policy to be signed by our authorized officers.

61292305

Mark Touhey Secretary

To report a claim, call your Agent or 1-844-325-2467 DS 70 21 11 16

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David Long President

04/29/21

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N0223114

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175 Berkeley St., Boston, MA 02116

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time

at Insured Mailing Location

#### **Common Policy Declarations**

**Named Insured** 

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Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC C/O TOM BERTRAND 750 SHAKER DR LEXINGTON, KY 40504 (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC. 1020 MONARCH ST STE 175 LEXINGTON, KY 40513-2003

#### POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 20 04 11 85	Add. Insured-Condominium Unit Owners
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 81 27 01 05	Condominium Association Directors and Officers Liability Coverage Form
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 61 12 08	Property Damage - Customers' Goods
CG 88 66 12 08	Property Damage - Borrowed Equipment
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 89 01 12 08	Hired Auto And Non-Owned Auto Liability
CG 89 02 12 08	Employment Practices Liability Coverage Form
CG 89 56 11 10	Amendment of Occurrence Definition
CG 92 48 01 16	Sexual Misconduct or Abuse Exclusion
CG 92 86 08 17	Homeowners Association and Townhouse Association Amendatory Endorsement
CP 00 17 10 12	Condominium Association Coverage Form
CP 00 30 10 12	Business Income (And Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 01 66 09 00	Kentucky Changes

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Policy Number: BKS (22) 61 29 23 05

#### Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Common Policy Declarations**

#### Named Insured

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC C/O TOM BERTRAND 750 SHAKER DR LEXINGTON, KY 40504

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC. 1020 MONARCH ST STE 175 LEXINGTON, KY 40513-2003

#### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 10 30 10 12	Causes of Loss - Special Form
CP 10 34 10 12	Exclusion of Loss Due To By-Products of Production or Processing Operations
	(Rental Properties)
CP 10 40 10 12	Earthquake And Volcanic Eruption Endorsement
CP 88 04 03 10	Removal Permit
CP 88 44 02 15	Equipment Breakdown Coverage Endorsement
CP 90 10 01 15	Condominium Custom Protector Endorsement
CP 90 55 12 12	Business Income And Extra Expense Changes - Actual Loss Sustained In A
	Twelve-Month Period
CP 90 59 12 12	Identity Theft Administrative Services and Expense Coverage
CP 91 42 01 15	Custom Protector Plus Endorsement
CP 92 12 12 20	Cyber Incident Exclusion
CR 00 01 10 90	Employees Dishonesty Coverage Form (Coverage Form A - Blanket)
CR 10 00 04 97	Crime General Provisions (Loss Sustained Form)
CR 88 00 05 07	Exclusion of Terrorism
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 63 09 08	Kentucky Changes - Cancellation and Nonrenewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Dispostion of Federal Terrorism Risk Insurance Act)
IL 88 15 07 12	Conditional Exclusion of Terrorism - Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022

12:01 am Standard Time at Insured Mailing Location

# **Common Policy Declarations**

#### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC C/O TOM BERTRAND 750 SHAKER DR LEXINGTON, KY 40504

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC. 1020 MONARCH ST STE 175 LEXINGTON, KY 40513-2003

### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IL 88 54 11 20	Actual Cash Value

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#### To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### Named Insured

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# **SUMMARY OF CHARGES**

**Explanation of** Charges

61292305

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DESCRIPTION	PREMIUN
Property Schedule Totals	\$42,198.00
KY Municipal Town Tax	\$2,453.22
KY Dept. of Revenue Surcharge	\$767.93
Certified Acts of Terrorism Coverage	\$464.0

Total Advance Charges: \$45,883.13 Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

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**MCAOPPNO** 



175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: **BKS (22) 61 29 23 05** Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

Property Characteristics	Description:		
	Construction: Frame		
	Occupancy: Condominiums-Residential - (Association Risk	c Only) -	
	Without Mercantile Occupancies - 10 to 30 U	Inits	
Business Income	Description		
and Extra Expense	Limit of Insurance - Including Rental Value	See Endorsen	nent
Coverage	Actual Loss Sustained 12 Months		
	Covered Causes of Loss		
	Special Form - Including Theft		
	Earthquake and Volcanic Eruption		
		Premium	\$32.00
Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the covera location. The Equipment Breakdown limit(s) of insurance a included in, and not in addition to, the limits and deductibl Your Business Personal Property, Your Business Personal T Tenants Improvements and Betterments, Business Income a Business Income Without Extra Expense, and Extra Expense	nd deductible are e shown for the Building, Property of Others, nd Extra Expense,	
		Premium	\$220.00

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### Named Insured

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 1, Lexington, KY 40504-3745

Equipment Breakdown Coverage

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This Equipment Breakdown insurance applies to the coverages included within the Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Included in and not in addition to, the Blanket limit and deductible.

Premium Included

0002 750 Shaker Dr Bldg 2, Lexington, KY 40504-3745

Property Characteristics	Description:	
	Construction: Frame	
	Occupancy: Condominiums-Residential - (Association Ri Without Mercantile Occupancies - Up To 10	• •
Business Income	Description	
and Extra Expense	Limit of Insurance - Including Rental Value	See Endorsement
Coverage	Actual Loss Sustained 12 Months	
	Covered Causes of Loss	
	Special Form - Including Theft	
	Earthquake and Volcanic Eruption	
		Premium \$22.00

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

### SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 2, Lexington, KY 40504-3745

Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

	Premium	\$150.00
Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the coverages included within the Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Included in and not in addition to, the Blanket limit and deductible.	

	Premium	Included
-		

0003 750 Shaker Dr Bldg 3, Lexington, KY 40504-3745

Property Characteristics	Description:
	Construction: Frame
	Occupancy: Condominiums-Residential - (Association Risk Only) - Without Mercantile Occupancies - 10 to 30 Units

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Business Income	Description		
and Extra Expense	Limit of Insurance - Including Rental Value	See Endorsen	ent
Coverage	Actual Loss Sustained 12 Months		
	Covered Causes of Loss		
	Special Form - Including Theft		
	Earthquake and Volcanic Eruption		
		Premium	\$55.00
Breakdown			
Coverage	location. The Equipment Breakdown limit(s) of insurar included in, and not in addition to, the limits and dedu Your Business Personal Property, Your Business Perso Tenants Improvements and Betterments, Business Incom Business Income Without Extra Expense, and Extra Exp	nctible shown for the Building, anal Property of Others, me and Extra Expense,	
2.04	included in, and not in addition to, the limits and dedu Your Business Personal Property, Your Business Perso Tenants Improvements and Betterments, Business Inco	nctible shown for the Building, anal Property of Others, me and Extra Expense,	\$378.00
	included in, and not in addition to, the limits and dedu Your Business Personal Property, Your Business Perso Tenants Improvements and Betterments, Business Inco	Actible shown for the Building, onal Property of Others, me and Extra Expense, appense coverages. <b>Premium</b> overages included within the urance and deductible are	\$378.0

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: **BKS** (22) 61 29 23 05 Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0004 750 Shaker Dr Bldg 4, Lexington, KY 40504-3745

Property Characteristics	Description:		
	Construction: Frame		
	Occupancy: Condominiums-Residential - (Association Risk	Only) -	
	Without Mercantile Occupancies - 10 to 30 U	Inits	
Business Income	Description		
and Extra Expense	Limit of Insurance - Including Rental Value	See Endorsemer	it
Coverage	Actual Loss Sustained 12 Months		
	Covered Causes of Loss		
	Special Form - Including Theft		
	Earthquake and Volcanic Eruption		
		Premium	\$47.00
Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the covera- location. The Equipment Breakdown limit(s) of insurance a included in, and not in addition to, the limits and deductible Your Business Personal Property, Your Business Personal F Tenants Improvements and Betterments, Business Income a Business Income Without Extra Expense, and Extra Expense	nd deductible are e shown for the Building, Property of Others, nd Extra Expense,	
		Premium	\$326.00

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations Schedule

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Named Insured**

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 4, Lexington, KY 40504-3745

Equipment **Breakdown** Coverage

61292305

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This Equipment Breakdown insurance applies to the coverages included within the Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Included in and not in addition to, the Blanket limit and deductible.

> Premium Included

0005 750 Shaker Dr Bldg 5, Lexington, KY 40504-3745

Property Characteristics	Description:		
	Construction: Frame		
	Occupancy: Condominiums-Residential - (Association ]	Risk Only) -	
	Without Mercantile Occupancies - 10 to 3	) Units	
Business Income	Description		
and Extra Expense	Limit of Insurance - Including Rental Value	See Endorsemer	it
Coverage	Actual Loss Sustained 12 Months		
	Covered Causes of Loss		
	Special Form - Including Theft		
	Earthquake and Volcanic Eruption		
		Premium	\$52.00

To report a claim, call your Agent or 1-844-325-2467

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DS 70 23 01 08 61292305 04/29/21

N0223114

**MCAOPPNO** 



175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: **BKS** (22) 61 29 23 05 Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

### SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 5, Lexington, KY 40504-3745

	Premium	\$356.00
Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the coverages included within the Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Included in and not in addition to, the Blanket limit and deductible.	

		Premium	Included
-			

0006 750 Shaker Dr Bldg 6, Lexington, KY 40504-3745

Property Characteristics	Description:
	Construction: Frame
	Occupancy: Condominiums-Residential - (Association Risk Only) - Without Mercantile Occupancies - 10 to 30 Units

To report a claim, call your Agent or 1-844-325-2467

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MCAOPPNO



175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

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# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Business Income	Description		
and Extra Expense	Limit of Insurance - Including Rental Value	See Endorsem	ent
Coverage	Actual Loss Sustained 12 Months		
	Covered Causes of Loss		
	Special Form - Including Theft		
	Earthquake and Volcanic Eruption		
		Premium	\$27.00
Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the cov location. The Equipment Breakdown limit(s) of insurance included in, and not in addition to, the limits and deduce Your Business Personal Property, Your Business Person Tenants Improvements and Betterments, Business Income Business Income Without Extra Expense, and Extra Exp	te and deductible are tible shown for the Building, al Property of Others, and Extra Expense,	
		Premium	\$188.00
Equipment Breakdown	This Equipment Breakdown insurance applies to the cov Blanket Limit. The Equipment Breakdown limit of insur Included in and not in addition to, the Blanket limit and	rance and deductible are	
Coverage	,,, _,, _		

**MCAOPPNO** 

To report a claim, call your Agent or 1-844-325-2467

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04/29/21



175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

### SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0007 750 Shaker Dr Bldg 7, Lexington, KY 40504-3745 Property **Description: Characteristics Construction:** Frame **Your Business** Occupancy: Condominiums-Residential - (Association Risk Only) -**Personal Property** Without Mercantile Occupancies - 10 to 30 Units Coverage Description Limit of Insurance - Replacement Cost \$51,000 Coinsurance 90% Inflation Guard - Annual Increase 2% **Covered Causes of Loss** Special Form - Including Theft Earthquake and Volcanic Eruption Deductible - All Covered Causes of Loss Unless Otherwise Stated \$5,000 Deductible - Earthquake and Volcanic Eruption 10% Premium \$349.00 **Business Income** Description and Extra Expense Limit of Insurance - Including Rental Value See Endorsement Coverage Actual Loss Sustained 12 Months **Covered Causes of Loss** Special Form - Including Theft Earthquake and Volcanic Eruption Premium \$35.00

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### Named Insured

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 7, Lexington, KY 40504-3745

Equipment Breakdown Coverage

61292305

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This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Equipment		11
Breakdown	This Equipment Breakdown insurance applies to the coverages included with	
	Blanket Limit. The Equipment Breakdown limit of insurance and deductible	e are
Coverage	Included in and not in addition to, the Blanket limit and deductible.	

Premium	Included

0008 750 Shaker Dr Bldg 8, Lexington, KY 40504-3745

Property Characteristics	Description:
	Construction: Frame
	Occupancy: Condominiums-Residential - (Association Risk Only) -
	Without Mercantile Occupancies - Up To 10 Units

To report a claim, call your Agent or 1-844-325-2467

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MCAOPPNO

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 8, Lexington, KY 40504-3745 **Business Income Description** and Extra Expense Limit of Insurance - Including Rental Value See Endorsement Coverage Actual Loss Sustained 12 Months **Covered Causes of Loss** Special Form - Including Theft Earthquake and Volcanic Eruption Premium \$15.00 Equipment This Equipment Breakdown insurance applies to the coverages shown for this **Breakdown** location. The Equipment Breakdown limit(s) of insurance and deductible are Coverage included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages. Premium \$110.00 Equipment This Equipment Breakdown insurance applies to the coverages included within the **Breakdown** Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Coverage Included in and not in addition to, the Blanket limit and deductible. Premium Included

To report a claim, call your Agent or 1-844-325-2467

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MCAOPPNO



175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: **BKS (22) 61 29 23 05** Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location

### Named Insured

61292305

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04/29/21

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0009 750 Shaker Dr Bldg 9, Lexington, KY 40504-3745

Property Characteristics	Description:			
	Construction: Frame			
	Occupancy: Condominiums-Residential - (Association Risk Only) -			
	Without Mercantile Occupancies - Up To 10 U	Jnits		
Business Income	Description			
and Extra Expense Coverage	Limit of Insurance - Including Rental Value	See Endorsem	ent	
	Actual Loss Sustained 12 Months			
	Covered Causes of Loss			
	Special Form - Including Theft			
	Earthquake and Volcanic Eruption			
		Premium	\$19.00	
Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the covera location. The Equipment Breakdown limit(s) of insurance a included in, and not in addition to, the limits and deductibl Your Business Personal Property, Your Business Personal I Tenants Improvements and Betterments, Business Income a Business Income Without Extra Expense, and Extra Expense	nd deductible are e shown for the Building, Property of Others, nd Extra Expense,		
		Premium	\$130.00	

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 9, Lexington, KY 40504-3745

Equipment	This Equipment Breakdown insurance applies to the coverages included within the
Breakdown	Blanket Limit. The Equipment Breakdown limit of insurance and deductible are
Coverage	Included in and not in addition to, the Blanket limit and deductible.

Premium Included

0010 750 Shaker Dr Bldg 10, Lexington, KY 40504-3745

Property Characteristics	Description:			
	Construction: Frame			
	Occupancy: Condominiums-Residential - (Association Risk Only	r) -		
	Without Mercantile Occupancies - 10 to 30 Units			
Business Income and Extra Expense	<b>Description</b> Limit of Insurance - Including Rental Value	See Endorsement		
Coverage	Actual Loss Sustained 12 Months			
	Covered Causes of Loss			
	Special Form - Including Theft			
	Earthquake and Volcanic Eruption			
		Premium	\$32.00	

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations Schedule

Policy Number: (22) 61 29 23 05 BKS Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### Named Insured

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Continuation of 750 Shaker Dr Bldg 10, Lexington, KY 40504-3745

Equipment **Breakdown** Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

		Premium	\$218.00
Equipment Breakdown Coverage	This Equipment Breakdown insurance applies to the Blanket Limit. The Equipment Breakdown limit of i Included in and not in addition to, the Blanket limit	nsurance and deductible are	
		Premium	Included
BLANKET COVERAGE	: 1		
Blanket Building	DESCRIPTION		
Coverage	Limit of Insurance		\$22,971,835
	Coinsurance		90%
	Covered Causes of Loss		
	Special Form - Including Theft		
	Earthquake and Volcanic Eruption		
	Deductible - All Covered Causes of Loss Unless Ot	herwise Stated	\$5,000

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

**BLANKET COVERAGE 1 - continued** 

750 Shake	r Dr Bldg 1, Lexington, KY 40504-3745	
Construction:	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	
	Deductible - Earthquake and Volcanic Eruption	10%
750 Shake	r Dr Bldg 2, Lexington, KY 40504-3745	
Construction:	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - Up To 10 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	
	Deductible - Earthquake and Volcanic Eruption	10%
750 Shake	r Dr Bldg 3, Lexington, KY 40504-3745	
Construction:	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
	Special Form - Including Theft	
Coverage:	Building	

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: **BKS (22) 61 29 23 05** Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location

### Named Insured

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HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	
	Deductible - Earthquake and Volcanic Eruption	10%
750 Shaker D	r Bldg 4, Lexington, KY 40504-3745	
<b>Construction:</b>	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	
	Deductible - Earthquake and Volcanic Eruption	10%
750 Shaker D	r Bldg 5, Lexington, KY 40504-3745	
<b>Construction:</b>	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%

Earthquake and Volcanic Eruption

Deductible - Earthquake and Volcanic Eruption

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

### **BLANKET COVERAGE 1 - continued**

750 Shaker Di	r Bldg 6, Lexington, KY 40504-3745	
Construction:	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	
	Deductible - Earthquake and Volcanic Eruption	10%
750 Shaker Di	r Bldg 7, Lexington, KY 40504-3745	
<b>Construction:</b>	Frame	
<b>Building Occupancy:</b>	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
	Special Form - Including Theft	
Your Business Persona		
Property Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption including Masonry Veneer	
	Deductible - Earthquake and Volcanic Eruption	10%

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial Property Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### Named Insured

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

**BLANKET COVERAGE 1 - continued** 

750 Shaker	Dr Bldg 8, Lexington, KY 40504-3745	
Construction:	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - Up To 10 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	
	Deductible - Earthquake and Volcanic Eruption	10%
750 Shaker	Dr Bldg 9, Lexington, KY 40504-3745	
Construction:	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - Up To 10 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

### Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF PROPERTY COVERAGES - BY LOCATION

### **BLANKET COVERAGE 1 - continued**

750 Shaker	Dr Bldg 10, Lexington, KY 40504-3745	
<b>Construction:</b>	Frame	
Occupancy:	Condominiums-Residential - (Association Risk Only) -	
	Without Mercantile Occupancies - 10 to 30 Units	
	Special Form - Including Theft	
Coverage:	Building	
	Replacement Cost - Building	
	Inflation Guard - Annual Increase	4%
	Earthquake and Volcanic Eruption	
	Deductible - Earthquake and Volcanic Eruption	10%
	Premium	\$37,674.00

#### To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Property** Schedule Declarations

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Named Insured**

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Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF OTHER PROPERTY COVERAGES

Identity Theft	Description		
Administrative	Limit of Insurance	See Endor	sement CP9059
Services And Expense Covera	rage	Premium	\$12.00
Property	Description		
Extension	Custom Protector Plus Endorsement with Condo		\$5.00
Endorsement		Premium	\$5.00
Property	Description		
Extension	Condominium Owner Custom Protector Plus		\$1,500.00
Endorsement		Premium	\$1,500.00
Commercial Prop	perty Schedule Total:		\$42,198.00

To report a claim, call your Agent or 1-844-325-2467

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**MCAOPPNO** 

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175 Berkeley St., Boston, MA 02116

Commercial Crime Declarations

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### Named Insured

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# **SUMMARY OF CHARGES**

Explanation of Charges

on of	DESCRIPTION	PREMIUM
	Crime Coverage Totals	\$846.00
	KY Municipal Town Tax	\$48.65
	KY Dept. of Revenue Surcharge	\$15.23

Agent

Total Advance Charges:\$909.88Note: This is not a bill

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To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial Crime** Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

Named Insured	Agent
HARRODSBURG SQUARE CONDO	(859) 224-7080
ASSOCIATION INC	NICHOLSON INSURANCE AGENCY, INC.

# **SUMMARY OF CRIME COVERAGES**

Insurance applies only for coverages for which a limit is shown. Optional coverages apply only when entries are made in this schedule. Exception: Refer to the Commercial Crime Coverage Part for coverages, limits and deductibles not shown below.

Crime Schedule	Total:		\$846.00
		Premium	\$846.00
Dishonesty - Blanket	Deductible		\$250
	Limit of Insurance		\$300,000
Employee	DESCRIPTION		

To report a claim, call your Agent or 1-844-325-2467

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MCAOPPNO



175 Berkeley St., Boston, MA 02116

**Commercial General Liability** 

Declarations

Basis: Occurrence

Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### Named Insured

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HARRODSBURG SQUARE CONDO ASSOCIATION INC

# Agent

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF LIMITS AND CHARGES

Commercial General	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
Liability Limits of	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
Insurance	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

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Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	4,427.00
	KY Municipal Town Tax	255.59
	KY Dept. of Revenue Surcharge	80.01
	Certified Acts of Terrorism Coverage	18.00

Total Advance Charges:\$4,780.60

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

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MCAOPPNO

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175 Berkeley St., Boston, MA 02116

Commercial General Liability Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

### SUMMARY OF CLASSIFICATIONS - BY LOCATION

# 0001 750 Shaker Dr Bldg 1, Lexington, KY 40504-3745

Insured: HARRODSBURG SQUARE CONDO

# **CLASSIFICATION -** 62003 Condominiums - Residential - (Association Risk Only) Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	14 Number of Units	22.494	\$315.00
		Total:	Included
750 Shaker Dr Bldg 2, Lexington,	KY 40504-3745		
Insured: HARRODSBURG SQ	UARE CONDO		
CLASSIFICATION - 62003			
Condominiums - Residential - (A	ssociation Risk Only)		
Products-Completed Operations A	Are Subject To The General		
Aggregate Limit.			

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	8 Number of Units	22.494	\$180.00
		Total:	Included

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial General Liability** Declarations Schedule

Policy Number: (22) 61 29 23 05 BKS Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

	0003	750 Shaker Dr Bldg	3, Lexington,	KY 40504-3745
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Insured: HARRODSBURG SQUARE CONDO

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# **CLASSIFICATION - 62003**

Condominiums - Residential - (Association Risk Only) Products-Completed Operations Are Subject To The General Aggregate Limit.

	COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
	Premise/Operations	24 Number of Units	22.494	\$540.00
			Total:	Included
0004	750 Shaker Dr Bldg 4, Lexington,	KY 40504-3745		
	Insured: HARRODSBURG SQ	UARE CONDO		
	CLASSIFICATION - 62003			

#### IFILATION 62003

Condominiums - Residential - (Association Risk Only) Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	28 Number of Units	22.494	\$630.00
		Total:	Included

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

**Commercial General Liability** Declarations Schedule

Policy Number: (22) 61 29 23 05 BKS Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

#### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

#### 0005 750 Shaker Dr Bldg 5, Lexington, KY 40504-3745

Insured: HARRODSBURG SQUARE CONDO

# **CLASSIFICATION - 62003** Condominiums - Residential - (Association Risk Only) Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	28 Number of Units	22.494	\$630.00
		Total:	Included
750 Shaker Dr Bldg 6, Lexington,	KY 40504-3745		
Insured: HARRODSBURG SQ	JARE CONDO		
CLASSIFICATION - 62003			
Condominiums - Residential - (A	ssociation Risk Only)		
Products-Completed Operations A	Are Subject To The General		
Aggregate Limit.			

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	16 Number of Units	22.494	\$360.00
		Total:	Included

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To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial **General Liability** Declarations Schedule

Policy Number: (22) 61 29 23 05 BKS Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0007	750 Shaker	Dr Bldg 7,	Lexington,	KY 40504-3745

Insured: HARRODSBURG SQUARE CONDO

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CLASSIFICATION	<b>-</b> 62003
Condominiums	Posidontial

Condominiums - Residential - (Association Risk Only) Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM		
Premise/Operations 750 Shaker Dr Bldg 8, Lexington	14 Number of Units	22.494	\$315.00		
		Total:	Included		
8 750 Shaker Dr Bldg 8, Lexington,	750 Shaker Dr Bldg 8, Lexington, KY 40504-3745				
Insured: HARRODSBURG SQU	JARE CONDO				
CLASSIFICATION - 62003					
Condominiums - Residential - (A					
Products-Completed Operations A	Are Subject To The General				
Aggregate Limit.					

**RATED / PER COVERAGE DESCRIPTION PREMIUM BASED ON -**EACH Premise/Operations 8 Number of Units 22.494 \$180.00

Total:

Included

PREMIUM

To report a claim, call your Agent or 1-844-325-2467

550



175 Berkeley St., Boston, MA 02116

**Commercial General Liability** Declarations Schedule

Policy Number: (22) 61 29 23 05 BKS Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

#### 0009 750 Shaker Dr Bldg 9, Lexington, KY 40504-3745

Insured: HARRODSBURG SQUARE CONDO

# **CLASSIFICATION - 62003** Condominiums - Residential - (Association Risk Only) Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	8 Number of Units	22.494	\$180.00
		Total:	Included
750 Shaker Dr Bldg 10, Lexington	, KY 40504-3745		
Insured: HARRODSBURG SQ	UARE CONDO		
CLASSIFICATION - 62003			
Condominiums - Residential - (A	ssociation Risk Only)		
Products-Completed Operations	Are Subject To The General		
riouucis-Completed Operations A	The Subject TO The Ocheran		

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	16 Number of Units	22.494	\$360.00
		Total:	Included

68

04/29/21

26

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Commercial General Liability Declarations Schedule Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### Named Insured

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0007	750 S	Shaker	Dr E	Bldg 7,	Lexin	gton,	KY 405	04-3745
	_							

Insured: HARRODSBURG SQUARE CONDO

**CLASSIFICATION -** 48925 Swimming Pools NOC Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Number of Swimming Pools	295.891	\$296.00
	Te	otal:	Included

# SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION		PREMIUM
Hired Auto Liability	See Policy Forms and Endorsements List.	\$75.00
Non-Owned Auto Liability	See Policy Forms and Endorsements List.	\$167.00
Condominium Custom Protector Coverages	See Policy Forms and Endorsements List	\$199.00

**Commercial General Liability Schedule Total** 

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61292305

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To report a claim, call your Agent or 1-844-325-2467

61292305

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\$4,427.00

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175 Berkeley St., Boston, MA 02116

**Employment Practices Liability** 

#### Declarations

Basis: Claims Made and Reported Coverage

Policy Number: **BKS (22) 61 29 23 05** Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location



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THIS INSURANCE PROVIDES CLAIMS MADE COVERAGE. ANY DEFENSE EXPENSES PAID UNDER THIS COVERAGE PART WILL REDUCE THE AVAILABLE LIMITS OF INSURANCE AND MAY EXHAUST THEM COMPLETELY. DEFENSE EXPENSES MEANS REASONABLE AND NECESSARY FEES, COSTS AND EXPENSES RESULTING SOLELY FROM THE INVESTIGATION, LEGAL DEFENSE AND LEGAL APPEAL OF A CLAIM AGAINST THE INSURED, BUT EXCLUDING SALARIES OF OFFICERS AND EMPLOYEES OF THE INSURER. READ YOUR COVERAGE FORM CAREFULLY.

Named Insured	Agent
HARRODSBURG SQUARE CONDO	(859) 224-7080
ASSOCIATION INC	NICHOLSON INSURANCE AGENCY, INC.

# **SUMMARY OF LIMITS AND CHARGES**

Employment	DESCRIPTION	LIMIT
Practices	Each Claim Limit	10,000
Liability Limits of	Aggregate Limit	10,000
Insurance	This Coverage is subject to a \$5,000. Per Claim Deductible Coinsurance Participation 0 % Subject to a Maximum of: \$0 Each Claim Retroactive Date: 05/01/2020	

Explanation of	DESCRIPTION	PREMIUM
Charges	Employment Practices Liability	30.00
	KY Municipal Town Tax	1.73
	KY Dept. of Revenue Surcharge	.54
	Total Advance Charges	\$32.27

Total Advance Charges:

\$32.27 Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

MCAOPPNO

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Liberty Mutual.
 INSURANCE

175 Berkeley St., Boston, MA 02116

Employment Practices Liability Declarations Schedule Policy Number: **BKS (22) 61 29 23 05** Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

Agent

HARRODSBURG SQUARE CONDO ASSOCIATION INC (859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

### SUMMARY OF CLASSIFICATIONS

0001 750 Shaker Dr Bldg 1, Lexington, KY 40504-3745 Insured: HARRODSBURG SQUARE CONDO

COVERAGE DESCRIPTION	PREMIUM BASED ON		PREMIUN
Employment Practices Liability	5 Employee(s)		\$30.00
		Total:	\$30.00

To report a claim, call your Agent or 1-844-325-2467

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04/29/21

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175 Berkeley St., Boston, MA 02116

Condominium Association Directors And Officers Liability Declarations Basis: Occurrence Policy Number: BKS (22) 61 29 23 05 Policy Period: From 05/01/2021 To 05/01/2022 12:01 am Standard Time at Insured Mailing Location

### **Named Insured**

HARRODSBURG SQUARE CONDO ASSOCIATION INC

(859) 224-7080 NICHOLSON INSURANCE AGENCY, INC.

### **SUMMARY OF LIMITS AND CHARGES**



Condominium Association Directors and Officers Liability Limits of Insurance

ninium	DESCRIPTION	LIMIT
ation _	Each Wrongful Act	1,000,000
rs and S y Limits	Aggregate Limit	2,000,000

Agent

Explanation of	DESCRIPTION	PREMIUM
Charges	Condominium Association Directors And Officers Liability	951.00
	KY Municipal Town Tax	54.91
	KY Dept. of Revenue Surcharge	17.19
	Certified Acts of Terrorism Coverage	4.00
	Total Advance Charges	\$1 027 10

Total Advance Charges:

\$1,027.10 Note: This is not a bill

# SUMMARY OF LOCATIONS YOU OWN, RENT, OR OCCUPY

750 Shaker Dr Bldg 1, Lexington, KY 40504-3745

To report a claim, call your Agent or 1-844-325-2467

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175 Berkeley St., Boston, MA 02116

Condominium Association Directors And Officers Liability Declarations Schedule Policy Number: **BKS** (22) 61 29 23 05 Policy Period: **From 05/01/2021 To 05/01/2022** 12:01 am Standard Time at Insured Mailing Location

Named Insured	Agent
HARRODSBURG SQUARE CONDO	(859) 224-7080
ASSOCIATION INC	NICHOLSON INSURANCE AGENCY, INC.

# SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 73145			
Condominium Association Direct Non-Profit	ors And Officers Liability		
COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / EACH Unit	PREMIU
Errors and Omissions	164 Unit(s)	5.800	\$951.00
		Total:	\$951.00

To report a claim, call your Agent or 1-844-325-2467

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

# HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage

- x x
- A. Hired Auto Liability
- B. Non-Ownership Liability
- A. Insurance is provided only for those coverages when an "X" is shown in the Declarations or in the Schedule.

### 1. Hired Auto Liability

The insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

#### 2. Non-Owned Auto Liability

The insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

- **B.** For insurance provided by this endorsement only:
  - 1. The exclusions, under Paragraph 2. Exclusion of Section 1 Coverage A Bodily Injury and Property Damage Liability, other than exclusions a., b., d., f., and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:
    - a. "Bodily injury" to:
      - (1) An "employee" of the insured arising out of and in the course of:
        - (a) Employment by the insured; or
        - (b) Performing duties related to the conduct of the insured's business; or
      - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to:

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

550

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.
- 2. Section II, Who Is An Insured, is replaced by the following:
  - 1. Each of the following is an insured under this endorsement to the extent set forth below:
    - a. You;
    - b. Any other person using a "hired auto" with your permission;
    - c. For a "non-owned auto":
      - (1) any partner or "executive officer" of yours; or
      - (2) any "employee" of yours
        - but only while such "non-owned auto" is being used in your business; and
    - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a., b.** or **c.** above.
  - 2. None of the following is an insured:
    - **a.** Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury.
    - **b.** Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
    - **c.** Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
    - **d.** The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
    - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C. Section III Limits of Insurance, Paragraph 2., The General Aggregate Limit, does not apply.
- **D.** The following additional definitions apply:
  - 1. "Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
  - 2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or you "executive Officers" or members of their households.
  - 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or "executive officers", or members of their households, but only while used in your business or your personal affairs.