

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
05XQ480603

DECLARATIONS

CUSTOMER BILLING ACCOUNT
021-330-367 12

NAMED INSURED THE COPPER JUNCTION CONDOMINIUM ASSOCIATION

MAILING ADDRESS PO BOX 4533
FRISCO, CO 80443-4533

POLICY PERIOD FROM 04-01-2021 TO 04-01-2022
12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS CORPORATION

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.

SECTION I PROPERTY

ALL PROPERTY COVERAGES ARE SUBJECT TO THE FOLLOWING:

COVERED CAUSES OF LOSS SPECIAL - RISK OF DIRECT PHYSICAL LOSS

COVERAGE PROVIDED INSURANCE AT THE FOLLOWING DESCRIBED PREMISES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN UNLESS COVERAGE IS PROVIDED BY AN ENDORSEMENT.

DESCRIPTION OF PREMISES

PREMISES NO. 0001 BUILDING NO. 001
LOCATION 214 TEN MILE CIR
COPPER MOUNTA, CO 80443

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE

NUMBER OF UNITS 32
CONSTRUCTION FRAME
YEAR BUILT 1973

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 409

CERTIFIED ACTS OF TERRORISM \$375.00

POLICY PROPERTY DEDUCTIBLE \$5,000

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$11,486,808	\$19,498.00
REPLACEMENT COST		

AGENT 167-307
WIESE AGENCY, INC
PO BOX 24359
SILVERTHORNE, CO 80497-4359

PHONE
970-668-6600

PAGE 0001
BRANCH TKC003 **RENEW**
ENTRY DATE 02-01-2021

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICYPOLICY NUMBER
05XQ480603**DECLARATIONS**CUSTOMER BILLING ACCOUNT
021-330-367 12ADDITIONAL COVERAGE
BUSINESS INCOMELIMIT OF INSURANCE
ACTUAL LOSS SUSTAINEDPREMIUM
INCLUDEDOPTIONAL COVERAGES
EQUIPMENT BREAKDOWNLIMIT OF INSURANCE
INCLUDEDPREMIUM
\$1,630.00

Property forms and endorsements applying to this premises and made part of this policy at time of issue:
Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 17 09 15 BP 84 11 07 98 BP 84 52 01 13 BP 85 11 12 08

APPLICABLE PROPERTY ENDORSEMENT CHARGES \$204.00

TOTAL ADVANCE PROPERTY PREMIUM \$21,707.00

Property forms and endorsements applying to all premises and made part of this policy at time of issue:
Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 06 01 01 07 BP 83 01 07 98 BP 83 02 01 07

SECTION II LIABILITY AND MEDICAL EXPENSES

Except for Damage To Premises Rented To You, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

COVERAGE	LIMIT OF INSURANCE
AGGREGATE LIMIT (OTHER THAN PRODUCTS COMPLETED OPERATIONS)	\$4,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$4,000,000
DAMAGE TO PREMISES RENTED TO YOU - ANY ONE PREMISES	\$50,000
LIABILITY - EACH OCCURENCE LIMIT	\$2,000,000
PREM 0001 BLDG 001 MEDICAL EXPENSES - ANY ONE PERSON	\$5,000
LOCATION	PREMIUM BASIS RATE ADVANCE PREMIUM
PREMISES NO. 0001 BUILDING NO. 001	32 UNITS \$165.00
CERTIFIED ACTS OF TERRORISM	\$3.00
APPLICABLE BUSINESS LIABILITY ENDORSEMENT CHARGES	\$148.00
TOTAL ADVANCE BUSINESS LIABILITY PREMIUM	\$316.00

AGENT 167-307
WIESE AGENCY, INC
PO BOX 24359
SILVERTHORNE, CO 80497-4359

PHONE
970-668-6600

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER

05XQ480603

DECLARATIONS

CUSTOMER BILLING ACCOUNT

021-330-367 12

Liability forms and endorsements applying to all premises and made part of this policy at time of issue: Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 04 04 01 06 BP 04 17 07 02 BP 04 39 07 02 BP 04 54 01 06
BP 04 93 01 06 BP 05 17 01 06 BP 05 77 01 06 BP 10 05 07 02
BP 14 60 06 10 BP 15 04 05 14 BP 84 24 01 07 BP 85 04 07 10
BP 85 05 07 98CO BP 85 10 07 98 BP 85 12 01 06 IL 75 26 12 05

TOTAL ADVANCE BUSINESS PREMIUM \$22,023.00

This premium may be subject to adjustment.

Forms and endorsements applying to property and liability at all premises and made part of this policy at time of issue: Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP IN 01 01 06 BP 00 03 01 06 BP 01 81 11 13 BP 05 01 07 02
BP 05 15 01 15 BP 05 23 01 15 BP 05 38 01 15 BP 80 01 08 18
BP 87 01 08 10 BP 87 90 08 10

AUTHORIZED REPRESENTATIVE

William B. Westcott President

Secretary

COUNTERSIGNED LICENSED RESIDENT AGENT

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AGENT 167-307
WIESE AGENCY, INC
PO BOX 24359
SILVERTHORNE, CO 80497-4359

PHONE 970-668-6600

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BRANCH TKC003 RENW
ENTRY DATE 02-01-2021

BP AF 01 08 18

INSURED

Stock No. 15141

POLICY NUMBER: 05XQ480603

BUSINESSOWNERS
BP 04 04 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

- A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.
- 1. Hired Auto Liability**
The insurance provided under Paragraph **A.1. Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.
 - 2. Non-Owned Auto Liability**
The insurance provided under Paragraph **A.1. Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.
- B.** For insurance provided by this endorsement only:
- 1. The exclusions, under the Paragraph B.1. Applicable To Business Liability Coverage in Section II – Liability**, other than Exclusions **a., b., d., f.** and **i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:
 - a.** "Bodily injury" to:
 - (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
 - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
This exclusion applies:
 - (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.
This exclusion does not apply to:
 - (1) Liability assumed by the insured under an "insured contract"; or
 - (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
 - b.** "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.
 - 2. Paragraph C. Who Is An Insured in Section II – Liability**, is replaced by the following:
 - 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;

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- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
 - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C. The following additional definitions apply:
1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

POLICY NUMBER: 05XQ480603

BUSINESSOWNERS
BP 84 52 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EQUIPMENT BREAKDOWN PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE	
A. Premises:	PREM 001 BLDG 001
B. Equipment Breakdown Protection Sub-limit:	\$ See declarations
C. Deductible(s):	
1. Equipment Breakdown Protection Deductible:	\$ Same as Section I – Property Deductible
2. Business Income Time Deductible:	Hours 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section I – Property is amended as follows:

A. We will pay for direct loss of or damage to Covered Property at the premises described in the Schedule caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

1. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
2. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
3. Damage to any vacuum tube, gas tube, or brush; or
4. The functioning of any safety or protective device.

B. With respect to the coverage provided by this endorsement, the following exclusions in Paragraph **B. Exclusions** do not apply:

1. Paragraph **B.2.a. Electrical Apparatus**;
2. Paragraph **B.2.I.(6) Mechanical Breakdown**; and
3. Paragraph **B.2.d. Steam Apparatus**.

C. With respect to the coverage provided by this endorsement, Paragraph **G.1.c.(5)** of the **Outdoor Sign Optional Coverage** does not apply.

D. The following limitations in Paragraph **A.4. Limitations** do not apply:

1. Paragraph **A.4.a.(1)** relating to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment;
2. Paragraph **A.4.a.(2)** relating to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

E. We will not pay for loss or damage (hereinafter referred to as loss) in any one occurrence until the amount of loss exceeds the Section I – Property deductible shown in the declarations for any loss to Covered Property caused by mechanical breakdown or electrical failure.

1. With respect to the dollar deductible shown in the declarations, we will first subtract the deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the deductible up to the sub-limit shown in the Schedule.
2. If a time deductible is shown in the schedule, we will not pay for any Business Income loss that occurs during that specified time period immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.
3. If two or more deductibles apply to a loss involving both a cause of loss covered in this endorsement and another cause of loss covered in this policy for a single occurrence, then the total amount to be deducted will be only the largest of the applicable deductibles.

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F. With respect to the coverage provided by this endorsement, Paragraph **H. Property Definitions** is amended as follows:

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production type machinery or equipment.

G. With respect to **Additional Coverages 5.f. Business Income** and **5.g. Extra Expense**, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as waiting period) is amended for Equipment Breakdown Protection Coverage as shown in the Schedule, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the waiting period in the Schedule immediately following a mechanical breakdown or electrical failure.

As respects the coverage provided by this endorsement, any waiting period shown in the Schedule for Equipment Breakdown Protection Coverage supersedes any waiting period otherwise applicable to the Business Income coverage provided by the Businessowners Coverage form.

H. The provisions of this coverage shall not increase any amount or Limit of Insurance that is otherwise provided in this policy. The most we will pay for any loss or damage for Equipment Breakdown Protection is the amount of the sub-limit shown in the Schedule of this Endorsement.

I. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment. This can be done by delivering or mailing a written notice of suspension to:

1. Your last known address; or
2. The address where the pressure, mechanical or electrical machinery and equipment is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

POLICY NUMBER: 05XQ480603

BUSINESSOWNERS
BP 85 11 12 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUILDING AND BUSINESS PERSONAL PROPERTY CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Premises No.	Building No.	Auxiliary Building/Structure Description	Auxiliary Building/ Structure Limit	Auxiliary Buildings Business Personal Property Limit
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* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Section I - Property is amended as follows:

A. Paragraph A.1. Covered Property is replaced with the following:

Covered Property includes Building as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, Auxiliary Buildings/Structures as described under Paragraph **c.** below, Auxiliary Buildings Business Personal Property as described under Paragraph **d.** below, or all four, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, Auxiliary Buildings/Structures, Auxiliary Buildings Business Personal Property, or all four, there is no coverage for property described under Paragraph **A.2. Property Not Covered.**

- a.** Building, means the described building shown in the Declarations, including:
- (1) Completed additions;
 - (2) Fixtures, including outdoor fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
 - (5) Personal property owned by you that is used to maintain or service the described building or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (6) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the described building;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the described building.
- b.** Business Personal Property located in or on the described building at the premises shown in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, including:
- (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
 - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

- (a) Made a part of the described building you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and
 - (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.
- c.** Auxiliary Buildings/Structures, meaning the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Completed additions;
 - (2) Fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Personal property owned by you that is used to maintain or service the auxiliary buildings/structures, including:
 - (a) Fire extinguishing equipment;
 - (b) Floor coverings; and
 - (c) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the auxiliary buildings/structures;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the auxiliary buildings/structures, used for making additions, alterations or repairs to the auxiliary buildings/structures.
- d.** Auxiliary Buildings Business Personal Property located in or on the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
 - (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**.
- B.** The following is added to **E.3., Property Loss Conditions – Duties In the Event of Loss or Damage:**
- (10) Keep records of your property in such a way that we can accurately determine the amount of any loss.