

## RENEWAL CERTIFICATE

**COMMON POLICY DECLARATIONS**  
CONDOMINIUM PAC  
**BUSINESS:** CONDO 1-4

**POLICY NO.:** I-680-2980M602-ACJ-10  
**ISSUE DATE:** 04-06-10

**INSURING COMPANY:**  
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**1. NAMED INSURED AND MAILING ADDRESS:**

HEREFORDSHIRE CONDOMINIUM  
PO BOX 22

OGDEN UT 84402

**2. POLICY PERIOD:** From 05-13-10 to 05-13-11 12:01 A.M. Standard Time at your mailing address.

**3. LOCATIONS:**

**PREM. BLDG. OCCUPANCY**  
**NO. NO.**

**ADDRESS** (same as Mailing Address  
unless specified otherwise)

SEE IL TO 20 02 05

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

**COVERAGE PARTS AND SUPPLEMENTS**  
Businessowners Coverage Part  
Directors & Officers Coverage Supplement

**INSURING COMPANY**  
ACJ  
ACJ

**5. The COMPLETE POLICY** consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

**6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

**7. PREMIUM SUMMARY:**

Provisional Premium	\$	12,025.00
Due at Inception	\$	
Due at Each	\$	

**NAME AND ADDRESS OF AGENT OR BROKER**

STRATFORD INS GROUP CKL95  
2307 NORTH HILL FIELD ROAD  
SUITE 103  
LAYTON UT 84041

**COUNTERSIGNED BY:**

\_\_\_\_\_  
Authorized Representative

**DATE:** \_\_\_\_\_





One Tower Square, Hartford, Connecticut 06183

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

CONDOMINIUM PAC

**POLICY NO.:** I-680-2980M602-ACJ-10  
**ISSUE DATE:** 04-06-10

**INSURING COMPANY:**  
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**POLICY PERIOD:**  
From 05-13-10 to 05-13-11 12:01 A.M. Standard Time at your mailing address.

**FORM OF BUSINESS:** LLC

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

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

**BUSINESSOWNERS PROPERTY COVERAGE**

**DEDUCTIBLE AMOUNT:** Businessowners Property Coverage: \$ 1,000 per occurrence.  
Building Glass: \$ 1,000 per occurrence.

**BUSINESS INCOME/EXTRA EXPENSE LIMIT:** Actual loss for 12 consecutive months

**Period of Restoration-Time Period:** Immediately

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



**SPECIAL PROVISIONS:**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 1,060,500	RC*	90%	0.0%
*Replacement Cost				

PREMISES LOCATION NO.: 01

BUILDING NO.: 02

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 1,060,500	RC*	90%	0.0%
*Replacement Cost				

PREMISES LOCATION NO.: 01

BUILDING NO.: 03

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 1,484,700	RC*	90%	0.0%
*Replacement Cost				

PREMISES LOCATION NO.: 01

BUILDING NO.: 04

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 1,484,700	RC*	90%	0.0%
*Replacement Cost				

PREMISES LOCATION NO.: 01

BUILDING NO.: 05

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 1,749,825	RC*	90%	0.0%
*Replacement Cost				

PREMISES LOCATION NO.: 01

BUILDING NO.: 06

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 3,170,895	RC*	90%	0.0%
*Replacement Cost				

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

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POLICY NUMBER: I-680-2980M602-ACJ-10

EFFECTIVE DATE: 05-13-10

ISSUE DATE: 04-06-10

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

\* IL TO 25 08 01 RENEWAL CERTIFICATE  
\* MP TO 01 02 05 BUSINESSOWNERS COVERAGE PART DECS  
\* IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T3 15 09 07 COMMON POLICY CONDITIONS  
\* IL TO 20 02 05 ADDITIONAL LOCATIONS

BUSINESSOWNERS

\* MP T1 30 02 05 TBL OF CONT-BUSINESSOWNERS COV-DELUXE  
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COV-SPEC FORM  
MP T1 03 02 05 AMENDATORY PROVISIONS-CONDOMINIUM  
MP T3 25 01 08 TERRORISM RISK INS ACT OF 2002 NOTICE  
MP T3 50 11 06 EQUIP BREAKDOWN SERV INTERRUPTION LIM  
MP T3 56 02 08 AMENDATORY PROVISIONS-GREEN BLD  
\* MP T1 82 02 05 CAUSES OF LOSS - EARTHQUAKE  
MP T3 23 08 06 FUNGUS,WET ROT,DRY ROT CAUSE OF LOSS CHG  
MP T9 70 03 06 POWER PAC ENDORSEMENT  
CP 01 27 03 96 UTAH CHANGES

COMMERCIAL GENERAL LIABILITY

CG TO 34 11 03 TABLE OF CONTENTS  
CG TO 59 10 91 TABLE OF CONTENTS DIR & OFFICERS  
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COV FORM  
CG D2 37 11 03 EXCLUSION-REAL ESTATE DEV ACTIVITIES  
CG D2 55 11 03 AMENDMENT OF COVERAGE - POLLUTION  
CG D3 09 11 03 AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD  
CG 21 70 01 08 CAP ON LOSSES-CERTIFIED ACTS-TERRORISM  
\* CG D0 28 10 91 DIR & OFFICERS LIAB END COMMUNITY ASSOC  
CG D0 37 04 05 OTHER INSURANCE-ADDITIONAL INSUREDS  
CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC  
CG D2 34 01 05 WEB XTEND - LIABILITY  
\* MP T1 25 11 03 HIRED AUTO AND NON-OWNED AUTO LIAB  
CG D2 43 01 02 FUNGI OR BACTERIA EXCLUSION  
CG D2 56 11 03 AMENDMENT OF COVERAGE  
CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION  
CG D3 26 01 04 EXCLUSION-UNSOLICITED COMMUNICATIONS  
CG D3 56 01 05 MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW  
CG D0 76 06 93 EXCLUSION-LEAD  
CG D1 42 01 99 EXCLUSION-DISCRIMINATION  
CG D2 42 01 02 EXCLUSION WAR  
CG T4 78 02 90 EXCLUSION-ASBESTOS  
CG T3 33 11 03 LIMIT WHEN TWO OR MORE POLICIES APPLY  
CG 01 86 12 04 UTAH CHANGES

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



**BUSINESSOWNERS**





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

## CAUSES OF LOSS – EARTHQUAKE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

**A. SCHEDULE**

Policy Occurrence Limit \$			7,500,000	Annual Aggregate Limit \$			7,500,000	
Prem. Loc. No.	Bldg. No.	Deductible %	Prem. Loc. No.	Bldg. No.	Deductible %	Prem. Loc. No.	Bldg. No.	Deductible %
01	01	5%	01	02	5%	01	03	5%
01	04	5%	01	05	5%	01	06	5%

**B. COVERED CAUSES OF LOSS**

The following modifies:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

Covered Causes of Loss and "specified cause of loss" are revised to include the following as Covered Causes of Loss only for Covered Property at the Premises Location/Building number(s) shown in the Schedule above:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic eruption, meaning the eruption, explosion or effusion of a volcano.

All earthquake shocks or volcanic eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period. We will not pay for loss or damage caused by or resulting from earthquakes or volcanic eruptions which began before the effective date of this policy.

**C. ADDITIONAL EXCLUSIONS AND LIMITATIONS**

1. The following EXCLUSIONS are added as respects coverage provided by this endorsement:

We will not pay under this endorsement for loss or damage caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Fire;
  - b. Explosion; or
  - c. Flood, waves, tides, tidal waves, mudslide or mudflow, release of water impounded by a dam or water or sewage that backs up or overflows from a sewer, drain or sump, even if caused by an Earthquake or Volcanic Eruption.
2. We will not pay for the cost of restoring or remediating land or for loss resulting from the time required to restore or remediate land.
  3. The following LIMITATION is added as respects coverage provided by this endorsement:

We will not pay for loss or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying the Deductible applicable to this endorsement.

This limitation does not apply if less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco).



**GENERAL LIABILITY**

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

# DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT COMMUNITY ASSOCIATIONS

THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE. DEFENSE COSTS ARE INCLUDED WITHIN THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

**DECLARATIONS:**

- 1. Named Insured:  
HEREFORDSHIRE CONDOMINIUM
- 2. Address:  
PO BOX 22  
  
OGDEN  
UT 84402
- 3. Coverage Period: 05-13-10 to 05-13-11
- 4. Limit of Insurance: \$ 1,000,000 Each Claim  
\$ 1,000,000 Aggregate
- 5. Premium: \$ INCLUDED
- 6. Special Provisions, if any:

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in Item 1 of the Declarations above, and any other person or organization qualifying as a Named Insured under this endorsement. The words "we," "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

**PROVISIONS**

**I. Insuring Agreement - Directors and Officers  
Condominium and Community Associations  
Liability**

- A. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of any "wrongful act" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "wrongful act" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay is limited as described in LIMITS OF INSURANCE (Section III); and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance by any payment, including but

not limited to any payment toward judgment, settlement or "defense expense."

- B. This insurance applies to "wrongful acts" committed at any time prior to the end of the coverage period, but only if:
  - (1) The "wrongful act" took place in the "coverage territory"; and
  - (2) A claim for compensatory damages because of the "wrongful act" is first made against any insured, in accordance with paragraph C. below, during the coverage period or any Extended Reporting Period we provide under CONDITIONS - Extended Reporting Period (Section IV).
- C. A claim by a person or organization seeking compensatory damages will be deemed to have been made at the earlier of the following times:







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

**D. AMENDED DEFINITIONS**

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

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

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

**E. ADDITIONAL DEFINITIONS**

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

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

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

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