

State Farm Fire and Casualty Company
 A Stock Company With Home Offices in Bloomington, Illinois

Po Box 2915
 Bloomington IL 61702-2915

Named Insured

9L-20-2211-FC06 F M

GRANITA HOMEOWNER ASSOCIATION
 PO BOX 2520
 TELLURIDE CO 81435-2520

RENEWAL DECLARATIONS

Policy Number	96-GM-6962-0	
Policy Period	Effective Date	Expiration Date
12 Months	MAY 6 2023	MAY 6 2024
The policy period begins and ends at 12:01 am standard time at your mailing address as shown.		

Entity: HOA

COMMERCIAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 5,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 5,000,000
Self-Insured Retention	\$ 10,000

Coverage	Required Underlying Insurance Schedule	Minimum Underlying Limits
Business Liability	Bodily Injury (Per Occurrence)	\$ 500,000
	Bodily Injury (Annual Aggregate)	\$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate)	\$ 100,000
	--or--	
Employers Non-Owned Auto Liability	Bodily Injury and Property Damage (Per Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
Employers Non-Owned Auto Liability	Bodily Injury and Property Damage (Each Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	\$ 500,000 / \$ 500,000
	Property Damage (Each Accident)	\$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	\$ 500,000

Forms & Endorsements		Policy Premium	\$ 1,025.00
Commercial Umb Coverage Form	CU-2100		
Amendatory Endorsement	CU-2206.2		
Terrorism Insurance Cov Notice	FE-6999.3		
Policy Endorsement	CU-2474.3		
Excision - Lead Poisoning	CU-2339		
Amendment of Who is an Insured	CU-2384		

^ New Form Attached Other limits and exclusions may apply refer to your policy

Continued on Reverse

CU-2000 Prepared
 0784 299 MAR 08 2023

MIKE TRUJILLO INSUR AGENCY INC
 (970) 249-4404

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Coverage	Required Underlying Insurance Schedule	Minimum Underlying Limits
Hired Auto Liability	Bodily injury and Property Damage (Each Occurrence)	\$ 500,000
	Bodily injury and Property Damage (Annual Aggregate)	\$ 1,000,000
	--or--	
	Bodily injury (Each Person/Each Accident) Property Damage (Each Accident)	\$ 500,000 / \$ 500,000 \$ 100,000
	--or--	
	Bodily injury and Property Damage (Each Accident)	\$ 500,000

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yawell
Secretary

Michael J. Tignor
President

IMPORTANT NOTICE

Regarding Changes to Your Policy

CU-2206.2 AMENDATORY ENDORSEMENT (Colorado) is added to your State Farm policy and replaces **CU-2206.1 AMENDATORY ENDORSEMENT (Colorado)**.

Editorial changes have been made to the following provisions:

- **LIABILITY CONDITIONS, Cancellation**
- **LIABILITY CONDITIONS, When We Do Not Renew**

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

AMENDATORY ENDORSEMENT (Colorado)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. When used in this policy or in any endorsement attached to this policy, the word "spouse" is replaced with "spouse or party to a civil union recognized under Colorado law".
2. The following Conditions are added:
 - a. **Increase In Premium Or Decrease In Coverage**
We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we provide notice of our intention, including the actual reason, to the first Named Insured at least 45 days before the effective date.
Any decrease in coverage during the policy term must be based on one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) A false statement knowingly made by the insured on the application for insurance; or
 - (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.
 - b. **Cancellation**
 - (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

(2) Cancellation Of Policies In Effect For:

(a) Less than 60 Days

If this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- ii. 30 days before the effective date of cancellation if we cancel for any other reason.

(b) 60 Days Or More

i. If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- 1) Nonpayment of premium;
- 2) A false statement knowingly made by the insured on the application for insurance; or

- 3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.
- ii. If we cancel, we will provide notice of cancellation to the first Named Insured:
- 1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - 2) At least 45 days before the effective date of cancellation, if we cancel for any other reason.
- (3) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (4) If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (5) If this policy insured more than one Named Insured:
- (a) The first Named Insured may affect cancellation for the account of all insureds; and
 - (b) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.
- c. When We Do Not Renew**
- If we decide not to renew this policy, we will provide notice of nonrenewal to the first Named Insured shown in the Declarations at least 45 days before:
- (1) The expiration date; or
 - (2) The anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- 3 LIABILITY DEFINITIONS** is modified as follows:
- a. Except for any construction agreement subject to Colo. Rev. Stat. § 13-21-111.5, definition 11. "Insured contract" is replaced by the following:
11. "Insured contract"
- a. Means:
 - (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - (2) A sidetrack agreement;
 - (3) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - (4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - (5) An elevator maintenance agreement;
 - (6) That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contractor agreement will not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees";
 - (7) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 - b. Does not include under, Paragraphs (6) and (7), that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services;
 - (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.
- b. With respect to any construction agreement subject to Colo. Rev. Stat. § 13-21-111.5, definition 11. "Insured contract" is replaced by the following:
11. "Insured contract"
- a. Means:
 - (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - (2) A sidetrack agreement;
 - (3) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - b. Does not include under, Paragraphs (6) and (7), that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage

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- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services;
- (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.

All other policy provisions apply.

CU-2206.2

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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IMPORTANT NOTICE

Regarding Changes to Your Policy

CU-2474.3 POLICY ENDORSEMENT is added to your State Farm® policy and replaces **CU-2474.1 POLICY ENDORSEMENT**.

The following changes to your policy are effective with this policy term:

- **SECTION II – DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**
 - Infringement of another's patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **SECTION II – EXCLUSIONS: Paragraph 17. Personal and Advertising Injury:**
 - Damages from infringement of another's patent, trademark, or trade secret continue to be specifically excluded under this policy.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM TABLE OF CONTENTS is amended as follows:

1. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
2. The title Recording And Distribution Of Material Or Information In Violation Of Law is changed to Recording And Distribution Of Material.

BUSINESS LIABILITY is amended as follows:

1. Business Liability Exclusions

- a. The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or

"property damage" involved that which is described in Paragraph 3.a.

- b. Paragraph 19. **Electronic Data** is replaced by the following:

19. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

- a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
- b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph **a.** or **b.** above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

- c.** Paragraphs **20.b.** and **20.c.** under **Personal And Advertising Injury** are replaced by the following:

- b.** Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.
- c.** Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period.

- d.** The last paragraph of **20.h.** under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

- e.** Paragraph **21. Recording And Distribution Of Material Or Information In Violation Of Law** is replaced by the following:

21. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b.** Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph **a.** above, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c.** Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs **a.** or **b.** above.

2. WHO IS AN INSURED

- a.** Paragraph **1.c.** is deleted.
- b.** Paragraphs **2.b.(1)** and **(6)** are replaced by the following:

(1) The owner or anyone else from whom you hire or borrow a "covered auto", including any person or entity employed by such owner or person or entity from whom you hire or borrow such "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

(6) "Employees" with respect to "bodily injury" to:

- (a)** Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or
- (b)** The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph **(a)** above.

- c.** Paragraph **3.** is replaced by the following:

3. Any other person or organization who is insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

- a. Subject to Limits Of Insurance, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of that insured is the amount of insurance:
 - (1) Required by the contract or agreement, less any amounts payable by any "underlying insurance", or
 - (2) Available under the applicable limits of insurance shown in the Declarations;
 whichever is less.
- b. The coverage provided by this insurance for such insureds:
 - (1) Will not be broader than coverage provided by the "underlying insurance"; and
 - (2) Is subject to all the coverage limitations found in the "underlying insurance" other than the Limits Of Insurance.

any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance or "self-insured retention", we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance or "self-insured retention" would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

3. LIABILITY CONDITIONS

- a. Paragraph 1. is replaced by the following:

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, prejudgment and postjudgment interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance shown in the Declarations.

- b. Paragraph 6. is replaced by the following:

6. Other Insurance

- a. This insurance is excess over, and will not contribute with any of the other insurance or "self-insured retentions", whether primary, excess, contingent, or any other basis. This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess over other insurance or "self-insured retention", we will have no duty to defend the insured against any "suit" if

- c. Paragraph 19.c. under **Premiums** is replaced by the following:

- c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- (1) Paid to us prior to the anniversary date; and
- (2) Determined in accordance with Paragraph b.

Our forms then in effect will apply.

- d. The following are added:

Our Rights Regarding Claim Information

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

- b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:

- (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

- (2) Using any of the items described in Paragraph **b.(1)** above; or
- (3) Retaining:
 - (a) Any of the items in Paragraph **b.(1)** above; or
 - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:
 - (1) To enable performance of our business functions;
 - (2) To meet our reporting obligations to insurance regulators;
 - (3) To meet our reporting obligations to insurance data consolidators;
 - (4) To meet other obligations required by law; and
 - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:
 - (1) Authorization related to any claim submitted under this policy; or

- (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

4. LIABILITY DEFINITIONS

- a. Paragraph **2.** is replaced by the following:
 - 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- b. The following is added to Paragraph **16.** "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

All other policy provisions apply.

CU-2474.3

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