



Policyholder Information

Named Insured & Mailing Address

TERRACE PARK EAST HOA
2106 KANAWHA BLVD E UNIT A109
CHARLESTON, WV 25311

Agent Mailing Address & Phone No.

(304) 935-2505
SMITH INS AGENCY LLC
PO BOX 889
ELKVIEW, WV 25071-0889

Dear Policyholder:

We know you work hard to build your business. We work together with your agent, SMITH INS AGENCY LLC (304) 935-2505 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 (304) 935-2505



Reminders

- Verify that all information is correct
If you have any changes, please contact your Agent at (304) 935-2505
In case of a claim, call your Agent or 1-844-325-2467

THIS IS NOT A BILL

You Need To Know

- CONTINUED ON NEXT PAGE

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



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of 46

1

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## 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.

<b>FORM NUMBER</b>	<b>TITLE</b>
AA 00 01 09 22	Value Up Stuffer
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CNI90 22 11 22	Important Notice to Policyholder Potential Changes and/or Clarifications in Coverage Exclusion - Biometric Information Privacy Claim
CNL90 08 06 22	Important Notice To Policyholder Sexual Misconduct Or Abuse Exclusion Endorsement
CNL90 09 10 22	Important Notice to Policyholder - Potential Changes to Your Policy Rating Basis
CNP90 22 04 22	Important Notice to Policyholder Changes/Updates in Coverage Cause Of Loss Form
NP 10 83 06 22	Important Notice To Policyholders Broadenings And Potential Reductions Of Coverage Voluntary Loss Coverage No Duty To Defend (CG 93 41 08 20)
NP 10 84 03 22	Important Notice To Policyholder Potential Changes And/Or Clarifications In Coverage Exclusion - PFC/PFAS
NP 72 42 02 20	Terrorism Insurance Premium Disclosure And Opportunity To Reject
NP 73 93 07 05	Flood Insurance Notice - West Virginia
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 09 21	Important Policyholder Information Concerning Billing Practices
NP 98 20 01 15	Jurisdictional Boiler And Pressure Vessel Inspections
SNI04 01 01 23	Liberty Mutual Group California Privacy Notice
SNI90 03 10 16	Coal Mine Subsidence - Notice Of Rejection Of Coverage

- 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.

## Why are property limits increasing more at renewal this year than they usually do?

A perfect storm of market forces has driven up the cost of construction - and with it the cost of insuring property for repair and replacement. We are updating your property limits to help offset these inflationary trends, aligning your coverage with the replacement cost of your property and reducing the chance of out-of-pocket costs in the event of a loss.

### **Skyrocketing construction costs**

Nonresidential construction costs have risen dramatically - more than 20% over the past year.

**Source:** Producer Price Index: Net Inputs to New Nonresidential Construction

### **A shortage of skilled labor**

The construction industry is currently facing a shortfall of at least 200,000 skilled trade workers. More than 55% of surveyed builders report a skilled labor shortage.

**Sources:** Home Builders Institute, National Association of Home Builders

**Contact your agent to review your limits and discuss any questions you might have.**

## 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](http://www.libertymutualgroup.com/toolkit).

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

**IMPORTANT NOTICE TO POLICYHOLDER  
POTENTIAL CHANGES AND/OR CLARIFICATIONS IN COVERAGE  
EXCLUSION - BIOMETRIC INFORMATION PRIVACY CLAIM**

Dear Valued Policyholder,

Thank you for selecting us as your carrier for commercial insurance. We appreciate your business and the trust you place in us for your insurance needs.

Please read your Policy, including all endorsements, and review your declarations page for complete coverage information. No coverage is provided by this Notice, nor can it be construed to replace any provision of your Policy. If there are discrepancies between your Policy and this Notice, the provisions of the Policy shall prevail.

If you have any questions after reviewing this Notice, please contact the broker or agent identified on your declarations page.

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to a coverage change and/or clarification in your Policy.

This Notice provides information concerning the following endorsements, which may be attached to your renewal Policy being issued by us.

**Exclusion - Biometric Information Privacy Claim CG 93 81**

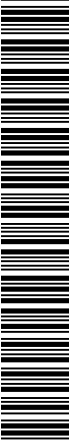
**Exclusion - Biometric Information Privacy Claim BP 91 00**

**Exclusion - Biometric Information Privacy Claim FL 88 47**

**Exclusion - Biometric Information Privacy Claim CU 92 21**

When the Exclusion - Biometric Information Privacy Claim endorsement is attached to your Policy, coverage is excluded for liability arising out of a violation or alleged violation of a Biometric Information Privacy law. While these endorsements are intended to clarify the coverage provided, the attachment of these exclusions may be considered a reduction in coverage from your existing Policy or Policies.

Thank you for your business.



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of 46

5

**IMPORTANT NOTICE TO POLICYHOLDER  
SEXUAL MISCONDUCT OR ABUSE EXCLUSION ENDORSEMENT  
POTENTIAL CHANGES AND/OR CLARIFICATIONS IN COVERAGE**

Dear Valued Policyholder,

Thank you for selecting us as your carrier for commercial insurance. We appreciate your business and the trust you place in us for your insurance needs.

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

If you have any questions after reviewing this notice, please contact the broker or agent identified on your declarations page.

This notice does not form a part of your insurance contract. The notice is designed to alert you to a coverage change and/or clarification in your policy.

This notice contains a summary of changes that may apply to your new policy. The changes outlined below are organized by individual forms. Please note that not all the changes described necessarily apply to your specific policy. In addition, this notice does not reference every change made to the endorsements or coverage forms, only material (or significant) changes.

There may be additional state specific forms beyond the ones described in this notice. In those situations, the title of the state specific form on your policy will generally be comparable to one or more titles mentioned in this notice. Many of the changes described below would also apply to those state specific forms. However, you should refer to those state specific forms for state coverage details.

Expiring Form	New Form
CG 21 46 Abuse or Molestation Exclusion	CG 92 48 Sexual Misconduct or Abuse Exclusion

If the CG 21 46 applied to your expiring policy, your new policy may have been issued with the CG 92 48 endorsement. Below is a summary of the updates from the new form:

1. Your new policy's exclusion applies to any liability, damages, loss, injury, demand, claim, or suit arising out of sexual misconduct or abuse as defined in the endorsement. Your expiring policy's exclusion specifically applied to bodily injury, property damage or personal and advertising injury arising out of abuse or molestation. While the overall purpose of this change is to clarify our intent of the scope of the exclusion, the broader terms of the CG 92 48 form may result in a reduction of coverage in some circumstances.
2. Your new policy's exclusion now applies to the "actual, alleged or threatened" sexual misconduct or abuse of any person. Your expiring policy's exclusion only applied to "actual or threatened" abuse or molestation. The addition of "alleged" sexual misconduct or abuse to the exclusion may result in a reduction of coverage.
3. Your expiring policy's exclusion only applied in situations where the person who was abused or molested was in the care, custody, or control of an insured. Your new policy's exclusion, however, applies to the actual, alleged or threatened sexual misconduct or abuse of any person, regardless of whether that person was in the care, custody, or control of an insured or not. This may result in a reduction of coverage.

of 46  
6

4. Your new policy's exclusion now applies to an insured's negligent training of a person who committed sexual misconduct or abuse. This may result in a reduction of coverage.
5. Your new policy's exclusion contains an express definition of sexual misconduct for clarification purposes.

Expiring Form	New Form
CG 21 97 Abuse or Molestation Exclusion - Specified Professional Services	CG 92 48 Sexual Misconduct or Abuse Exclusion

If the CG 21 97 applied to your expiring policy, your new policy may have been issued with the CG 92 48 endorsement. Below is a summary of the updates from the new form:

1. Your expiring policy's exclusion only applied to professional services described in the schedule of the endorsement. Your new policy's exclusion, however, is not limited to professional services and applies to any liability, damages, loss, injury, demand, claim, or suit arising out of sexual misconduct or abuse as defined in the endorsement. This may result in a reduction of coverage.
2. Your new policy's exclusion applies to any liability, damages, loss, injury, demand, claim, or suit arising out of sexual misconduct or abuse as defined in the endorsement. Your expiring policy's exclusion specifically applied to bodily injury, property damage or personal and advertising injury arising out of abuse or molestation. While the overall purpose of this change is to clarify our intent of the scope of the exclusion, the broader terms of the CG 92 48 form may result in a reduction of coverage in some circumstances.
3. Your new policy's exclusion now applies to the "actual, alleged or threatened" sexual misconduct or abuse of any person. Your expiring policy's exclusion only applied to "actual or threatened" abuse or molestation. The addition of "alleged" sexual misconduct or abuse to the exclusion may result in a reduction of coverage.
4. Your expiring policy's exclusion only applied in situations where the person who was abused or molested was in the care, custody, or control of an insured. Your new policy's exclusion, however, applies to the actual, alleged or threatened sexual misconduct or abuse of any person, regardless of whether that person was in the care, custody, or control of an insured or not. This may result in a reduction of coverage.
5. Your new policy's exclusion now applies to an insured's negligent training of a person who committed sexual misconduct or abuse. This may result in a reduction of coverage.
6. Your new policy's exclusion contains an express definition of sexual misconduct for clarification purposes.

**FOR TEXAS POLICYHOLDERS:**

Expiring Form	New Form
CG 26 46 Texas Abuse or Molestation Exclusion	CG 92 51 Texas Sexual Misconduct or Abuse Exclusion



540

of 46

7

If the CG 26 46 applied to your expiring policy, your new policy may have been issued with the CG 92 51 endorsement. Below is a summary of the updates from the new form:

1. Your new policy's exclusion applies to any liability, damages, loss, injury, demand, claim, or suit arising out of sexual misconduct or abuse as defined in the endorsement. Your expiring policy's exclusion specifically applied to bodily injury, property damage or personal and advertising injury arising out of abuse or molestation. While the overall purpose of this change is to clarify our intent of the scope of the exclusion, the broader terms of the CG 92 51 form may result in a reduction of coverage in some circumstances.
2. Your new policy's exclusion now applies to the "actual, alleged or threatened" sexual misconduct or abuse of any person. Your expiring policy's exclusion only applied to "actual or threatened" abuse or molestation. The addition of "alleged" sexual misconduct or abuse to the exclusion may result in a reduction of coverage.
3. Your expiring policy's exclusion only applied in situations where the person who was abused or molested was in the care, custody, or control of an insured. Your new policy's exclusion, however, applies to the actual, alleged or threatened sexual misconduct or abuse of any person, regardless of whether that person was in the care, custody, or control of an insured or not. This may result in a reduction of coverage.
4. Your new policy's exclusion now applies to an insured's negligent training of a person who committed sexual misconduct or abuse. This may result in a reduction of coverage.
5. Your new policy's exclusion contains an express definition of sexual misconduct for clarification purposes.

**FOR CALIFORNIA POLICYHOLDERS:**

Expiring Form	New Form
No Exclusion Applied	CG 92 48 Sexual Misconduct or Abuse Exclusion

When the Sexual Misconduct or Abuse Exclusion endorsement is attached to your policy, coverage is excluded for any liability arising out of sexual misconduct or abuse as defined in the endorsement. If your expiring policy did not contain an Abuse or Molestation Exclusion, but your new policy now includes the CG 92 48, your coverage has been reduced by the presence of this exclusion.

Thank you for your business.

8 of 46



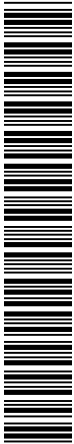
## IMPORTANT NOTICE TO POLICYHOLDER POTENTIAL CHANGES TO YOUR POLICY RATING BASIS

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. We appreciate your business and the trust you place in us for your insurance needs.

This notice explains potential changes to your policy rating basis.

If your policy rating basis includes sales or payroll, the exposure estimates used to calculate your premium may be adjusted on your renewal policy to reflect inflationary and market trends and will apply to future renewals. This may impact the premium we charge for your renewal (and other associated charges). If you have any exposure estimate changes or questions, please contact your agent.



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of 46

9

**IMPORTANT NOTICE TO POLICYHOLDER  
CHANGES/UPDATES IN COVERAGE  
CAUSES OF LOSS FORM**

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 and/or update made to your policy.

This notice outlines certain changes and/or updates in coverage form on 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
Causes of Loss - Basic Form Or Causes of Loss - Broad Form	CP 10 10 Or CP 10 20	Causes of Loss - Special Form	CP 10 30

**Summary of Changes**

**The CP 10 30 - Causes of Loss - Special Form will now replace the CP 10 10 Causes of Loss - Basic Form and the CP 10 20 Causes of Loss - Broad form. We are no longer using the CP 10 10 Causes of Loss - Basic and CP 10 20 Causes of Loss - Broad forms.**

CP 10 30 is intended to increase coverage to include direct physical loss for all perils unless the loss is otherwise excluded or limited in the policy. The prior CP 10 10 and CP 10 20 forms only granted coverage for perils specifically named on the corresponding form.

We are informing of you of this increase in coverage because your premium may also increase as a result.

of 46  
10

## IMPORTANT NOTICE TO POLICYHOLDERS BROADENINGS AND POTENTIAL REDUCTIONS OF COVERAGE

### Voluntary Loss Coverage No Duty To Defend (CG 93 41 08 20)

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. We are in the process of implementing policy administration system improvements. As a result, we are replacing certain coverage forms and endorsements with other forms, which may result in changes to your coverage.

This notice contains a brief summary of coverage changes organized by individual endorsements. 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. Only the countrywide versions of endorsements are referenced. State specific versions, where applicable, have been amended in the same manner as the countrywide version unless otherwise specified within the applicable state specific endorsement.

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 policy provisions 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
Voluntary Property Damage Extension	CG 88 65 12 08	Voluntary Loss Coverage No Duty to Defend	CG 93 41 08 20
Off Premises Property Damage Including Care, Custody, or Control	CG 88 72 12 08		

**The following applies to CG 88 65 12 08**

**Broadenings of Coverage**

- The auto exclusion has been revised and does not exclude coverage for the ownership, maintenance, or entrustment to others of any auto owned or operated by or rented or loaned to any insured.
- The mobile equipment exclusion has been revised and does not exclude coverage for the transportation of mobile equipment by an auto owned or operated by or rented or loaned to any insured.
- The exclusion for personal property of others in the care, custody or control of the insured only applies when the property is at premises owned, occupied, or rented to an insured.
- All additional exclusions listed in the Commercial General Liability Coverage Form which are not listed in the CG 93 41 do not apply to this coverage.
- The per loss limit of insurance may be increased from \$5,000 to \$25,000. Please review your policy to determine the applicable limits of insurance.



540

of 46

11

### **Reductions in Coverage**

- Depending on the endorsement attached to your policy, coverage may not be provided for Supplementary Payments or may be limited to the Supplementary Payments Per Loss and Aggregate limits as indicated in the schedule
- Depending on the endorsement attached to your policy, we may have no duty to defend against any suit seeking damages solely for losses covered by this endorsement.
- Coverage does not apply to property occupied, rented or leased from others by any insured.

### **Potential Reduction in Coverage**

- The deductible is \$500 which may be a potential reduction in coverage if your prior policy included a lower deductible.

**The following applies to CG 88 72 12 08**

### **Broadenings of Coverage**

- The following exclusions are removed: property damage to property while in transit to or from any premises owned, rented, leased, operated or used by you; property damage to property included in the products-completed operations hazard; and property damage to borrowed equipment if coverage is provided by another endorsement.
- The auto exclusion has been revised and does not exclude coverage for the ownership, maintenance, or entrustment to others of any auto owned or operated by or rented or loaned to any insured.
- The mobile equipment exclusion has been revised and does not exclude coverage for the transportation of mobile equipment by an auto owned or operated by or rented or loaned to any insured.
- All additional exclusions listed in the Commercial General Liability Coverage Form which are not listed in the CG 93 41 do not apply to this coverage.

### **Reductions in Coverage**

- Coverage is not provided for Supplementary Payments.
- We have no duty to defend against any suit seeking damages solely for losses covered by this endorsement.
- Coverage does not apply to property occupied, rented or leased from others by any insured.
- Coverage does not apply for loss of use of tangible property and physical injury or loss caused by or arising from disappearance or theft.

### **Potential Reduction in Coverage**

- The deductible is \$500 which may be a potential reduction in coverage if your prior policy included a lower deductible.

**IMPORTANT NOTICE TO POLICYHOLDER  
POTENTIAL CHANGES AND/OR CLARIFICATIONS IN COVERAGE  
EXCLUSION - PFC/PFAS**

Dear Valued Policyholder,

Thank you for selecting us as your carrier for commercial insurance. We appreciate your business and the trust you place in us for your insurance needs.

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

If you have any questions after reviewing this notice, please contact the broker or agent identified on your declarations page.

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to a coverage change and/or clarification in your policy.

This Notice provides information concerning the following endorsements, which may be attached to your renewal policy being issued by us.

**EXCLUSION - PFC/PFAS BP 90 99 03 22**

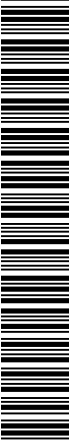
**EXCLUSION - PFC/PFAS CG 93 74 03 22**

**EXCLUSION - PFC/PFAS CU 91 94 03 22**

**EXCLUSION - PFC/PFAS FL 88 45 03 22**

When Exclusion - PFC/PFAS endorsement is attached to your policy, coverage is excluded for liability arising out of perfluorinated compounds or per- and polyfluoroalkyl substances.

Thank you for your business.



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of 46

13

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05/03/23

TERRACE PARK EAST HOA

BKO (24) 63 36 46 89

From 06/24/2023 To 06/24/2024

2106 KANAWHA BLVD E UNIT A109  
CHARLESTON, WV 25311

(304) 935-2505  
SMITH INS AGENCY LLC

PO BOX 889  
ELKVIEW, WV 25071-0889

**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 PREMIUM**

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



540

of 46

15

(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 GOVERNMENT 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 ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT: **Please ensure any rejection is received within 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.

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

\_\_\_\_\_  
Policy Number

TERRACE PARK EAST HOA

BKO (24) 63 36 46 89

Policy Effective/Expiration Date

From 06/24/2023 To 06/24/2024

**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.

16 of 46



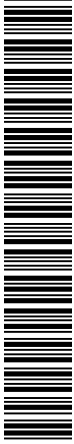
# FLOOD INSURANCE NOTICE - WEST VIRGINIA

NP 73 93 07 05

THE WEST VIRGINIA LEGISLATURE ENACTED LEGISLATION REQUIRING ALL COMPANIES TO ADVISE THEIR POLICYHOLDERS WHEN THEIR POLICY DOES NOT PROVIDE COVERAGE FOR FLOODS.

THIS POLICY DOES NOT COVER DAMAGE FROM FLOOD.

FOR INFORMATION ABOUT FLOOD INSURANCE, PLEASE CONTACT THE NATIONAL FLOOD INSURANCE PROGRAM OR YOUR INSURANCE AGENT.



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of 46

17

**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;
- 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.

## 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 be charged installment fees. For more information on our EFT-Automatic withdrawals payment option, refer to the attached EFT 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.**



## 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](mailto: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

# LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective January 1, 2023)

(Last Updated November 2022)

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](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

## What Personal Data Do We Collect?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **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 data**, 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 data, precise geolocation, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code § 1798.80(e)**, 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;
- **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;
- **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; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

For information about the types of personal data we have collected in the past twelve (12) months, please go to [lmi.co/caprivacynotices](http://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers).

## How Do You Gather My Data?

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:
● ask about or buy insurance, or file a claim	● your insurance agent or broker
● pay your policy	● your employer, association or business (if you are insured through them)

<ul style="list-style-type: none"> <li>visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul style="list-style-type: none"> <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>
	<ul style="list-style-type: none"> <li>other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <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, experts, loss adjusters and claim handlers</li> </ul>
	<ul style="list-style-type: none"> <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 requires your personal data</li> </ul>

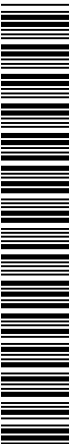
Organizations that share data with us may keep it and disclose it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to [lmi.co/caprivacynotices](http://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers).

**How Do We Use Your Personal Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do we share or sell your information as defined by CPRA</u></b>
<p><b>Market, sell and provide insurance.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>calculating your premium;</li> <li>determining your eligibility for a quote;</li> <li>confirming your identity and servicing your policy;</li> </ul>	<ul style="list-style-type: none"> <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> <li>Sensitive Data</li> </ul>	<ul style="list-style-type: none"> <li>No</li> </ul>

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <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 style="list-style-type: none"> <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 style="list-style-type: none"> <li>● No</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <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 and development;</li> <li>● marketing, advertising 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>	<ul style="list-style-type: none"> <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 style="list-style-type: none"> <li>● No</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes, for example:</p> <ul style="list-style-type: none"> <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;</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 style="list-style-type: none"> <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 style="list-style-type: none"> <li>● No</li> </ul>



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of 46

23

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <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 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 as required by applicable law, court order, or governmental regulations;</li> <li>● as otherwise permitted by law;</li> </ul>	<ul style="list-style-type: none"> <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 style="list-style-type: none"> <li>● No</li> </ul>
<p><b>Improve Your Customer Experience and Our Products.</b> This includes, for example:</p> <ul style="list-style-type: none"> <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 style="list-style-type: none"> <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 style="list-style-type: none"> <li>● No</li> </ul>
<p><b>Analytics to identify, understand, and manage our risks and products.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>● conducting analytics to better identify, understand, and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <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> <li>● Sensitive Data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>



<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
<b>Customer service and technical support.</b> This includes, for example: <ul style="list-style-type: none"> <li>● answer questions and provide notifications;</li> <li>● provide customer and technical support.</li> </ul>	<ul style="list-style-type: none"> <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 style="list-style-type: none"> <li>● No</li> </ul>
<b>Cross-Context Behavioral Advertising</b>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● IP address</li> <li>● Internet or other similar network activity</li> </ul>	<ul style="list-style-type: none"> <li>● We share this information with service providers such as search engines and social media platforms.</li> </ul>

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

**Do We Disclose Your Personal Data?**

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information, to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration." This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms. You have the right to opt-out of this type of sharing and you may learn more about those rights at [lmi.co/caprivacychoices](http://lmi.co/caprivacychoices).

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. How we disclose data to these types of entities is set forth below.

Liberty Mutual may disclose personal data with affiliated and non-affiliated third parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.



We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Data
Internet or other similar network activity	Professional, employment, and education data
Inferences drawn from personal data	Risk Data
Claims Data	

For information about how we have shared personal information in the past twelve (12) months, please go to [lmi.co/caprivacynotices](https://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers).

#### **How Long Does Liberty Mutual Retain Each Category of Personal Data?**

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

#### **How to Contact Us:**

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

- Calling :** 800-344-0197
- Email :** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)
- Online :** [libertymutualgroup.com/privacy-policy/data-request](https://libertymutualgroup.com/privacy-policy/data-request) [lmi.co/caprivacychoices](https://lmi.co/caprivacychoices)
- Postal Address :** Liberty Mutual Insurance Company  
Attn: Privacy Office  
175 Berkeley St. 6th Floor  
Boston, MA 02116

# COAL MINE SUBSIDENCE - NOTICE OF REJECTION OF COVERAGE

I (we) do not desire **Coal Mine Subsidence** Insurance coverage and hereby waive any right to such coverage, under this policy or any future policy concerning my (our) interest in the property described in the policy (in the application), unless I (we) request **Coal Mine Subsidence** Insurance coverage, in writing, at some future date.

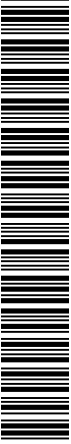
Policy Number: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

Location or description of property on which coverage is waived (absence of entry means all structures described in the above numbered policy):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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003441

540

of 46

27

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Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO(24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

### Common Policy Declarations

#### Named Insured & Mailing Address

TERRACE PARK EAST HOA  
2106 KANAWHA BLVD E UNIT A109  
CHARLESTON, WV 25311

#### Agent Mailing Address & Phone No.

(304) 935-2505  
SMITH INS AGENCY LLC  
PO BOX 889  
ELKVIEW, WV 25071-0889

Named Insured Is: CORPORATION

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

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	\$77,797.56
Commercial General Liability	\$10,277.22
Condominium Association Directors and Officers Liability	\$1,418.76

*Total Charges for all of the above coverage parts: \$89,493.54*  
*Certified Acts of Terrorism Coverage: \$278.00 (Included)*

*Note: This is not a bill*

#### 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 05/03/23

Authorized Representative

To report a claim, call your Agent or 1-800-366-6446

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63364689

003441

540

of 46

29



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

**Named Insured**

**Agent**

TERRACE PARK EAST HOA  
2106 KANAWHA BLVD E UNIT A109  
CHARLESTON, WV 25311

(304) 935-2505  
SMITH INS AGENCY LLC  
PO BOX 889  
ELKVIEW, WV 25071-0889

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

Damon Hart  
Secretary

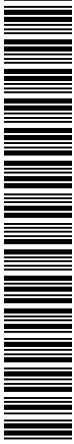
Hamid Mirza  
President

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

## SUMMARY OF LOCATIONS

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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.



63364689

003441

540

of 46

31



**Common Policy Declarations**

<b>Named Insured</b>	<b>Agent</b>
TERRACE PARK EAST HOA 2106 KANAWHA BLVD E UNIT A109 CHARLESTON, WV 25311	(304) 935-2505 SMITH INS AGENCY LLC PO BOX 889 ELKVIEW, WV 25071-0889

**SUMMARY OF LOCATIONS - CONTINUED**

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 2106 Kanawha Blvd E Unit A109, Charleston, WV 25311-2264
- 0002 2106 Kanawha Blvd E Bldg 2, Charleston, WV 25311-2264

**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.

<b>FORM NUMBER</b>	<b>TITLE</b>
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 20 17 10 93	Additional Insured -Townhouse Association
CG 20 18 04 13	Additional Insured - Mortgagee, Assignee Or Receiver
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 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 92 48 01 16	Sexual Misconduct or Abuse Exclusion
CG 92 86 08 17	Homeowners Association and Townhouse Association Amendatory Endorsement
CG 93 74 03 22	Exclusion - PFC/PFAS

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

DS 70 21 11 16





Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO(24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

**Named Insured**

**Agent**

TERRACE PARK EAST HOA  
2106 KANAWHA BLVD E UNIT A109  
CHARLESTON, WV 25311

(304) 935-2505  
SMITH INS AGENCY LLC  
PO BOX 889  
ELKVIEW, WV 25071-0889

**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**

CG 93 81 11 22	Exclusion - Biometric Information Privacy Claim
CP 00 17 10 12	Condominium Association Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 12 11 14	West Virginia Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 02 99 06 07	Cancellation Changes
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 88 00 02 15	Property Extension Endorsement
CP 88 04 03 10	Removal Permit
CP 88 44 02 15	Equipment Breakdown Coverage Endorsement
CP 90 59 12 12	Identity Theft Administrative Services and Expense Coverage
CP 92 01 05 17	Property Anti-Stacking Endorsement
CP 92 12 12 20	Cyber Incident Exclusion
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 00 22 05 87	Effective Time Changes - Replacement of 12 Noon
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 Disposition 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

DS 70 21 11 16



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003441

540

of 46

33



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO(24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

<b>Named Insured</b>	<b>Agent</b>
TERRACE PARK EAST HOA 2106 KANAWHA BLVD E UNIT A109 CHARLESTON, WV 25311	(304) 935-2505 SMITH INS AGENCY LLC PO BOX 889 ELKVIEW, WV 25071-0889

**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.

<b>FORM NUMBER</b>	<b>TITLE</b>
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 53 11 20	Actual Cash Value
WV MS -2 10 16	Coal Mine Subsidence Coverage Part (Non-Dwelling Structure)

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

DS 70 21 11 16

of 46  
34



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial Property  
Declarations**

**Named Insured**

**Agent**

TERRACE PARK EAST HOA

(304) 935-2505  
SMITH INS AGENCY LLC

**SUMMARY OF CHARGES**

<b>Explanation of Charges</b>	<b>DESCRIPTION</b>	<b>PREMIUM</b>
	<b>Property Schedule Totals</b>	<b>\$77,141.00</b>
	<b>WV Volunteer Fire Dept./Retired Teachers Surcharge</b>	<b>\$425.56</b>
	<b>Certified Acts of Terrorism Coverage</b>	<b>\$231.00</b>

**Total Advance Charges: \$77,797.56**

*Note: This is not a bill*

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

DS 70 22 01 08



63364689

003441

540

of 46

35



Coverage Is Provided In:  
 The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
 Policy Period:  
**From 06/24/2023 To 06/24/2024**  
 12:01 am Standard Time  
 at Insured Mailing Location

**Commercial Property  
 Declarations Schedule**

**Named Insured**

**Agent**

TERRACE PARK EAST HOA

(304) 935-2505  
 SMITH INS AGENCY LLC

**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.

0001 2106 Kanawha Blvd E Unit A109  
 2106 Kanawha Blvd E Bldg 1  
 Charleston, WV 25311-2264

**Property  
 Characteristics**

**Description:**

**Construction:** Fire Resistive

**West Virginia  
 Coal Mine  
 Subsidence  
 Coverage Part**

**Description**

Limit of Insurance **\$200,000**

Deductible - All Covered Causes of Loss Unless Otherwise Stated **\$250**

**Premium \$96.00**

**Your Business  
 Personal Property  
 Coverage**

**Occupancy:** Townhouses or Similar Associations (Association Risk Only)  
 - Over 30 Units

**Description**

Limit of Insurance - Replacement Cost **\$118,534**

Coinsurance **80%**

**Covered Causes of Loss**

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated **\$25,000**

**Premium \$1,408.00**

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

DS 70 23 01 08



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial Property  
Declarations Schedule**

**Named Insured**

**Agent**

TERRACE PARK EAST HOA

(304) 935-2505  
SMITH INS AGENCY LLC

**SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

*Continuation of 2106 Kanawha Blvd E Unit A109  
2106 Kanawha Blvd E Bldg 1  
Charleston, WV 25311-2264*

**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 \$1,536.00*

**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*

*0002 2106 Kanawha Blvd E Bldg 2, Charleston, WV 25311-2264*

**Property  
Characteristics**

**Description:**

**Construction:** Fire Resistive

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

DS 70 23 01 08



63364689

003441

540

of 46

37



Coverage Is Provided In:  
 The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
 Policy Period:  
**From 06/24/2023 To 06/24/2024**  
 12:01 am Standard Time  
 at Insured Mailing Location

**Commercial Property  
 Declarations Schedule**

**Named Insured**

**Agent**

TERRACE PARK EAST HOA

(304) 935-2505  
 SMITH INS AGENCY LLC

**SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

*Continuation of 2106 Kanawha Blvd E Bldg 2, Charleston, WV 25311-2264*

<b>West Virginia Coal Mine Subsidence Coverage Part</b>	<b>Description</b>		
	Limit of Insurance		\$200,000
	Deductible - All Covered Causes of Loss Unless Otherwise Stated		\$250
		<i>Premium</i>	<i>\$96.00</i>

<b>Equipment Breakdown Coverage</b>	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.		
		<i>Premium</i>	<i>\$884.00</i>

**BLANKET COVERAGE 1**

<b>Blanket Building Coverage</b>	<b>DESCRIPTION</b>	
	Limit of Insurance	\$23,981,999
	Coinsurance	90%
	<b>Covered Causes of Loss</b>	
	Special Form - Including Theft	
	Deductible - All Covered Causes of Loss Unless Otherwise Stated	\$25,000

**2106 Kanawha Blvd E Unit A109  
 2106 Kanawha Blvd E Bldg 1  
 Charleston, WV 25311-2264**

**Construction:** Fire Resistive  
**Building Occupancy:** Townhouses or Similar Associations (Association Risk Only)  
 - Over 30 Units  
 Special Form - Including Theft  
**Your Business Personal Property Occupancy:** Townhouses or Similar Associations (Association Risk Only)  
 - Over 30 Units  
**Coverage:** Building

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

DS 70 23 01 08



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial Property  
Declarations Schedule**

**Named Insured**

**Agent**

TERRACE PARK EAST HOA

(304) 935-2505  
SMITH INS AGENCY LLC

**SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

Replacement Cost - Building

**Mortgage Holder(s):** United Bank

500 Virginia Street East  
CHARLESTON, WV 25301

Loan# 00004525390-93168

**2106 Kanawha Blvd E Bldg 2, Charleston, WV 25311-2264**

**Construction:** Fire Resistive

**Occupancy:** Townhouses or Similar Associations (Association Risk Only)  
- Over 30 Units

**Coverage:** Special Form - Including Theft

Building

Replacement Cost - Building

*Premium*

**\$73,109.00**

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

DS 70 23 01 08



63364689

003441

540

of 46

39



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial Property  
Declarations Schedule**

Named Insured	Agent
TERRACE PARK EAST HOA	(304) 935-2505 SMITH INS AGENCY LLC

**SUMMARY OF OTHER PROPERTY COVERAGES**

Identity Theft Administrative Services And Expense Coverage	Description	Premium	Included
	Limit of Insurance		See Endorsement CP9059
		<i>Premium</i>	<i>\$12.00</i>
Property Extension Endorsement	Description	Premium	Included
	Property Extension Endorsement		\$ .00
		<i>Premium</i>	<i>Included</i>
<b>Commercial Property Schedule Total:</b>			<b>\$77,141.00</b>

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

DS 70 23 01 08

of 46  
40





Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial General Liability**  
**Declarations**  
Basis: Occurrence

**Named Insured**

**Agent**

TERRACE PARK EAST HOA

(304) 935-2505  
SMITH INS AGENCY LLC

**SUMMARY OF LIMITS AND CHARGES**

<b>Commercial General Liability Limits of Insurance</b>	<b>DESCRIPTION</b>	<b>LIMIT</b>
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	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

<b>Explanation of Charges</b>	<b>DESCRIPTION</b>	<b>PREMIUM</b>
	General Liability Schedule Totals	10,180.00
	WV Volunteer Fire Dept./Retired Teachers Surcharge	56.22
	Certified Acts of Terrorism Coverage	41.00

**Total Advance Charges: \$10,277.22**  
*Note: This is not a bill*

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

DS 70 22 01 08



63364689

003441

540

of 46

41



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial General Liability  
Declarations Schedule**

Named Insured	Agent
TERRACE PARK EAST HOA	(304) 935-2505 SMITH INS AGENCY LLC

**SUMMARY OF CLASSIFICATIONS - BY LOCATION**

0001 2106 Kanawha Blvd E Unit A109  
2106 Kanawha Blvd E Bldg 1  
Charleston, WV 25311-2264

Insured: TERRACE PARK EAST HOA

**CLASSIFICATION - 68500**  
Townhouse Associations including Homeowners Associations  
(association risk only)  
Products-Completed Operations Are Subject To The General  
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	192 Number of Units	39.175	\$7,522.00
<i>Total:</i>			<i>Included</i>

**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	2,657.886	\$2,658.00
<i>Total:</i>			<i>Included</i>

**Commercial General Liability Schedule Total \$10,180.00**

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

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Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Condominium Association Directors  
And Officers Liability**  
**Declarations**  
Basis: Occurrence

**Named Insured**

**Agent**

TERRACE PARK EAST HOA

(304) 935-2505  
SMITH INS AGENCY LLC

**SUMMARY OF LIMITS AND CHARGES**

<b>Condominium Association Directors and Officers Liability Limits of Insurance</b>	<b>DESCRIPTION</b>	<b>LIMIT</b>
	Each Wrongful Act	1,000,000
	Aggregate Limit	2,000,000

<b>Explanation of Charges</b>	<b>DESCRIPTION</b>	<b>PREMIUM</b>
	Condominium Association Directors And Officers Liability	1,405.00
	WV Volunteer Fire Dept./Retired Teachers Surcharge	7.76
	Certified Acts of Terrorism Coverage	6.00

*Total Advance Charges: \$1,418.76*  
*Note: This is not a bill*

**SUMMARY OF LOCATIONS YOU OWN, RENT, OR OCCUPY**

2106 Kanawha Blvd E Unit A109, Charleston, WV 25311-2264

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

DS 70 22 01 08



63364689

003441

540

of 46

43



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**BKO (24) 63 36 46 89**  
Policy Period:  
**From 06/24/2023 To 06/24/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Condominium Association Directors  
And Officers Liability  
Declarations Schedule**

<b>Named Insured</b>	<b>Agent</b>
TERRACE PARK EAST HOA	(304) 935-2505 SMITH INS AGENCY LLC

**SUMMARY OF CLASSIFICATIONS - BY LOCATION**

2106 Kanawha Blvd E Unit A109  
2106 Kanawha Blvd E Bldg 1  
Charleston, WV 25311-2264

**Insured:** TERRACE PARK EAST HOA

**CLASSIFICATION -** 73145  
Condominium Association Directors And Officers Liability  
Non-Profit

<b>COVERAGE DESCRIPTION</b>	<b>PREMIUM BASED ON -</b>	<b>RATED / EACH UNIT</b>	<b>PREMIUM</b>
Errors and Omissions	192 Unit(s)	7.320	\$1,405.00
<i>Total:</i>			<i>\$1,405.00</i>

**Condominium Association Directors Schedule Total** **\$1,405.00**

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

DS 70 22 01 08

of 46  
44

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -  
MORTGAGEE, ASSIGNEE, OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

United Bank

500 Virginia Street East

CHARLESTON, WV 25301

**Designation Of Premises:**

location on policy- HOA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



540

of 46

45

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