

19-0044-00  
WHITEHEAD INSURANCE GROUP INC  
PO BOX 3907  
CROSSVILLE TN 38557-3907

# *Auto-Owners* INSURANCE

LIFE • HOME • CAR • BUSINESS

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PO BOX 30660 • LANSING, MI 48909-8160

Agency phone: 931-484-5103

03-21-2023

Owners Insurance Company

You can view your policy or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

CITYVIEW CONDOMINIUM ASSOC INC  
PO BOX 51767  
KNOXVILLE TN 37950-1767

RE: Policy 124619-03111000-23

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company and program may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

*Serving Our Policyholders and Agents Since 1916*



INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

### TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITEHEAD INSURANCE GROUP INC  
19-0044-00 MKT TERR 094 931-484-5103

Renewal Effective 06-10-2023

INSURED CITYVIEW CONDOMINIUM ASSOC INC

**POLICY NUMBER 124619-03111000-23**

Company Use 03-46-TN-1206

ADDRESS PO BOX 51767  
KNOXVILLE TN 37950-1767

Company Bill

**Policy Term**

12:01 a.m. to 12:01 a.m.  
06-10-2023 to 06-10-2024

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

### COMMON POLICY INFORMATION

**Business Description:** Association

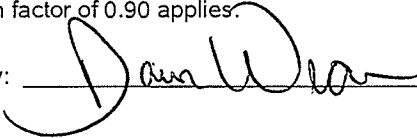
**Entity:** Association\_\_\_\_\_

**Program:** Condominium-Residential Association

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$65,664.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$6,197.00
COMMERCIAL CRIME COVERAGE	\$341.00
<b>TOTAL</b>	<b>\$72,202.00</b>
<b>PAID IN FULL DISCOUNT</b>	<b>\$7,150.00</b>
<b>TOTAL POLICY PREMIUM IF PAID IN FULL</b>	<b>\$65,052.00</b>
<b>THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>	
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):  
IL0017 (11-85) 55003 (07-12) 55056 (07-87) 59390 (11-20)

A merit rating plan factor of 0.90 applies.

Countersigned By: 



Owners Ins. Co.

Issued 03-21-2023

AGENCY WHITEHEAD INSURANCE GROUP INC  
19-0044-00 MKT TERR 094

Company POLICY NUMBER 124619-03111000-23  
Bill 03-46-TN-1206

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2023 to 06-10-2024

54104 (07-87)

**COMMERCIAL PROPERTY COVERAGE**

55198 (12-10)

**STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$100,000
BAILEES	\$5,000
	\$2,500 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	\$50,000
DEBRIS REMOVAL	\$25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$25,000
EMPLOYEE DISHONESTY	\$15,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$10,000
	\$2,500 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$5,000
FORGERY AND ALTERATION	\$10,000
MONEY AND SECURITIES INSIDE PREMISES	\$15,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$15,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	\$15,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$10,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$15,000
POLLUTANT CLEAN UP AND REMOVAL	\$25,000
PROPERTY IN TRANSIT	\$25,000
PROPERTY OFF PREMISES	\$25,000
REFRIGERATED PRODUCTS	\$10,000
SALESPERSON'S SAMPLES	\$10,000

Owners Ins. Co.

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Company POLICY NUMBER 124619-03111000-23  
Bill 03-46-TN-1206

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2023 to 06-10-2024

55198 (12-10)

**STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	\$50,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$50,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$10,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$15,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64000 (12-10)			

**Coverages Provided**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

**LOCATION 0001 - BUILDING 0001**

**Location:** 445 W Blount Ave, Knoxville, TN 37920-1106

**Occupied As:** Condo Association

**Secured Interested Parties:** None

**Rating Information**

Territory: 471

County: Knox

Program: Condominium-Residential A

Construction: Frame

Protection Class: 02

Class Code: 0343

Annual Receipts: \$500,000

Specific Rate - Building: 0.079

Specific Rate - Pers Prop: 0.069

Class Rate - Bi & Extra Exp: 1.560

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$32,000,000		
Causes of Loss					
Basic Group I	90%	\$20,000		0.075	\$24,000.00
Basic Group II	90%	\$20,000		0.087	\$27,840.00
Special	90%	\$20,000		0.020	\$6,400.00
Theft	90%	\$20,000			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 06-10-2024					
Inflation Guard Factor Building 1.148					
Replacement Cost					
Equipment Breakdown		\$20,000	See Form 54843		\$1,620.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$4,054.00
Tier: Standard					



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AGENCY WHITEHEAD INSURANCE GROUP INC  
19-0044-00 MKT TERR 094

Company POLICY NUMBER 124619-03111000-23  
Bill 03-46-TN-1206

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2023 to 06-10-2024

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$20,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$20,000	\$60,000		Included
Coverage C-Increased Cost		\$20,000	\$60,000		Included
PERSONAL PROPERTY			\$193,350		
Causes of Loss					
Basic Group I	90%	\$20,000		0.067	\$130.00
Basic Group II	90%	\$20,000		0.107	\$207.00
Special	90%	\$20,000		0.072	\$139.00
Theft	90%	\$20,000			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 06-10-2024					
Inflation Guard Factor Personal Property 1.080					
Replacement Cost					
Equipment Breakdown		\$20,000	See Form 54843		\$13.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$33.00
Tier: Standard					
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$20,000	\$60,000		Included
BI & EXTRA EXP			Actual Loss Sustained		
0 Hour Waiting Period			12 Months		
Causes of Loss					
Special	0%	\$0		0.920	\$460.00
Theft					Excluded
OPTIONAL COVERAGE					
Equipment Breakdown		\$0	See Form 54843		\$12.00

Forms that apply to this building:

54835 (07-08)	IL0250 (02-89)	IL0003 (07-02)	59350 (01-15)	64036 (02-12)
64224 (01-16)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64020 (12-10)	64004 (12-10)	54843 (07-19)
64014 (07-17)	59390 (11-20)			

LOCATION 0001 - BUILDING 0002

Location: 445 W Blount Ave, Knoxville, TN 37920-1106

Occupied As: Condo Association

Secured Interested Parties: None

Rating Information

Territory: 471

Program: Condominium-Residential A

Protection Class: 02

Spcl Class Rate - Swimming Pool In The Open: 0.076

County: Knox

Construction: N/A

Class Code: 1190

Owners Ins. Co.

Issued 03-21-2023

AGENCY WHITEHEAD INSURANCE GROUP INC  
19-0044-00 MKT TERR 094

Company POLICY NUMBER 124619-03111000-23  
Bill 03-46-TN-1206

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2023 to 06-10-2024

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
SWIMMING POOL IN THE OPEN			\$104,000		
Causes of Loss					
Basic Group I	90%	\$20,000		0.032	\$33.00
Basic Group II	90%	\$20,000		0.027	\$28.00
Special	90%	\$20,000		0.033	\$34.00
Theft	90%	\$20,000			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 06-10-2024					
Replacement Cost					
Equipment Breakdown		\$20,000	See Form 54843		\$3.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$8.00
Tier: Standard					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$20,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$20,000	\$60,000		Included
Coverage C-Increased Cost		\$20,000	\$60,000		Included

Forms that apply to this building:

54835 (07-08)	IL0250 (02-89)	IL0003 (07-02)	59350 (01-15)	64036 (02-12)
64224 (01-16)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64010 (12-10)	64020 (12-10)	64004 (12-10)	54843 (07-19)	59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$650.00
<b>LOCATION 0001</b>	<b>\$65,664.00</b>

55040 (11-87)

**COMMERCIAL GENERAL LIABILITY COVERAGE**

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
<b>COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT</b>	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence



Owners Ins. Co.

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Company POLICY NUMBER 124619-03111000-23  
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INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2023 to 06-10-2024

COVERAGE	LIMITS OF INSURANCE
Expanded Coverage Details See Form: Extended Watercraft Personal Injury Extension Broadened Supplementary Payments Broadened Knowledge Of Occurrence Additional Products-Completed Operations Aggregate Blanket Additional Insured - Lessor of Leased Equipment Blanket Additional Insured - Managers or Lessors of Premises Newly Formed or Acquired Organizations Extension Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

55405 (07-08)	59350 (01-15)	55146 (06-04)	IL0250 (02-89)	IL0017 (11-85)
IL0021 (07-02)	CG2106 (05-14)	55091 (05-17)	CG2004 (11-85)	CG2167 (12-04)
CG0001 (04-13)	55513 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)
CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	59325 (12-19)	59390 (11-20)

**LOCATION 0001 - BUILDING 0001**

Location: 445 W Blount Ave, Knoxville, TN 37920-1106

Territory: 002

County: Knox

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Lakes Or Reservoirs - Existence Hazard Only (For Profit)	45523	Prem/Op Prod/Comp Op	Lakes/Reservoir 1 1	Each 1 782.395 8.172	\$782.00 \$8.00
Parking - Private	46622	Prem/Op Prod/Comp Op	Area 66,483 66,483	Each 1000 25.684 2.061	\$1,708.00 \$137.00
Swimming Pools Noc	48925	Prem/Op Prod/Comp Op	Pools 1 1	262.779 23.411	\$263.00 \$23.00
Condominiums - Residential - (Association Risk Only)	62003	Prem/Op Prod/Comp Op	Units 122 122	Each 1 24.911 1.443	\$3,039.00 \$176.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$61.00
<b>LOCATION 0001</b>	<b>\$6,197.00</b>



Owners Ins. Co.

Issued 03-21-2023

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19-0044-00 MKT TERR 094

Company POLICY NUMBER 124619-03111000-23  
Bill 03-46-TN-1206

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2023 to 06-10-2024

55041 (02-88)

**COMMERCIAL CRIME COVERAGE**

THIS DECLARATIONS PAGE SHOWS THE COVERAGE FORM(S) AND SECTION(S) WHICH APPLY AND FOR WHICH YOU HAVE PAID A PREMIUM.

**Plan:** 01 Combination Crime-Separate Limits Option

**Location:** All Premises

COVERAGE	BY PERSON/ POSITION	SECTION	LIMIT	DEDUCTIBLE	PREMIUM
A-Blanket Employee Dishonesty			\$250,000	\$1,000	\$341.00

Cancellation of prior insurance: By acceptance of this fidelity bond you give us notice cancelling prior fidelity bond with the cancellation to be effective at the time this policy becomes effective.

Forms that apply to all premises:

IL0017 (11-85)      IL0250 (02-89)      IL0003 (07-02)      29415 (01-16)      59325 (12-19)  
CR0001 (10-90)      CR1000 (06-95)      CC175 (01-86)      25053 (07-16)

COMMERCIAL CRIME COVERAGE - ALL PREMISES PREMIUM SUMMARY	PREMIUM
<b>ALL PREMISES PREMIUM</b>	<b>\$341.00</b>



Owners Ins. Co.

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19-0044-00 MKT TERR 094

Company POLICY NUMBER 124619-03111000-23  
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INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2023 to 06-10-2024

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55056 (07-87)

## SUPPLEMENTAL DECLARATIONS

INTENT OF BUILDING COVERAGE IS TO COVER THE ENTIRE BUILDING, INCLUDING INTERIOR OF UNITS NOT TO INCLUDE PERSONAL BELONGINGS AND IMPROVEMENTS AND BETTERMENTS. COVERAGE INTENDED FOR FLOORS, WALLS, CABINETS, PAINT AND INTERIOR FIXTURES.

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

## **ELECTRONIC DATA PROCESSING EQUIPMENT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
 CAUSES OF LOSS - SPECIAL FORM

### **A. COVERAGE, 4. Additional Coverages** is amended.

The following Additional Coverage is added.

#### **Electronic Data Processing Equipment**

##### **a. Covered Property**

We will pay for:

- (1) Direct physical loss of or damage to electronic equipment, component parts of such equipment, "media" and air conditioning equipment necessary for the operation of the electronic equipment:
  - (a) Which you own or which is in your care, custody or control; and
  - (b) While located at the premises described in the Declarations. This provision (b) does not apply to "laptop computers"; and
  - (c) Caused by or resulting from any Covered Cause of Loss.
- (2) Your costs to research, replace or restore "electronic data" contained on damaged "media" because such "electronic data" has been destroyed or corrupted.

##### **b. Exclusions**

**B. EXCLUSIONS** of the CAUSES OF LOSS - SPECIAL FORM is amended. The following exclusions are added for purposes of this Additional Coverage only.

- (1) "Electrical disturbance" unless caused by lightning.
- (2) Loss or damage caused by:
  - (a) Data processing "media" failure; or
  - (b) Breakdown or malfunction of the data processing equipment and component parts while the "media" is being run through the system. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
- (3) Actual work upon, installation or testing of Covered Property. We will cover loss, caused by ensuing fire or explosion.

- (4) "Mechanical breakdown". We will cover loss, damage or expense caused directly by lightning or by ensuing fire or explosion.
- (5) Faulty construction or error in design of the Covered Property. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
- (6) Delay or loss of market.
- (7) Breakage, marring, scratching, tearing or denting of any "laptop computer", unless caused by:
  - (a) fire or lightning;
  - (b) aircraft;
  - (c) theft or attempted theft;
  - (d) windstorm or hail;
  - (e) earthquake;
  - (f) flood;
  - (g) explosion;
  - (h) vandalism or malicious mischief; or
  - (i) collision, derailment or overturn of a transporting conveyance.

##### **c. Limit of Insurance**

- (1) Our payment for electronic equipment, component parts of such equipment and air conditioning equipment necessary for the operation of such electronic equipment shall not exceed the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.
- (2) Our payment for "media" shall not exceed the smallest of the following:
  - (a) The actual cost to repair, replace or reproduce the "media", including your costs to research, replace or restore information;
  - (b) If the "media" is not repaired, replaced or reproduced, the value of blank "media"; or
  - (c) The Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.



The Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT is the total limit of our liability for loss or damage to all Covered Property in any one occurrence at one location. With respect to Covered Property you do not own, we will pay no more than the amount for which you are legally liable.

The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

**d. Coverage Extensions**

The following extensions apply only to this endorsement.

**(1) Property At Newly Acquired Or Temporary Locations**

(a) You may extend the coverage provided under **a. Covered Property**, to apply to property:

- 1) At any location you acquire; or
- 2) At any temporary location, other than fairs or exhibitions, you acquire within the territorial limits and intended for similar occupancy or warehousing purposes for the business described in the Declarations.

The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

(b) This coverage extension will end when any of the following first occurs:

- 1) Sixty (60) days from your acquisition or use of such property;
- 2) On the date values at such locations are reported to us; or
- 3) On the expiration date of the policy.

**(2) Newly Acquired Property**

(a) You may extend the coverage provided under **a. Covered Property**, to apply to property which you newly acquire, of the same type as the property covered at the described premises.

The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

(b) This coverage extension will end when any of the following first occurs:

- 1) Sixty (60) days from your acquisition or use of such property;
- 2) On the date values of such property are reported to us; or
- 3) On the expiration date of the policy.

Each of these extensions is additional insurance.

e. The following **Additional Coverages** apply only to this endorsement.

**(1) Transportation**

(a) You may apply up to \$10,000, for any one occurrence for loss of or damage to property caused by:

- 1) Fire; lightning; explosion; smoke; riot and civil commotion; and vandalism and malicious mischief;
- 2) The overturning, upset, or collision of the vehicle transporting the insured property, with another vehicle or object other than the road bed; or
- 3) Theft of an entire shipping bale, case or package from a vehicle:
  - a) While such property is in a fully enclosed and securely locked body or compartment; and
  - b) Theft results from forcible entry, evidenced by visible marks

which occurs during transportation by motor vehicles you own, lease or operate.

(b) We do not cover under this extension property held as samples, held for rental or sale or that you rent to others while in the care, custody or control of salespersons.

**(2) Business Income and Extra Expense**

**(a) Business Income**

1) Subject to the Limit of Insurance provisions of this Additional Coverage, we will pay for the actual loss of Business Income you sustain as a direct result of the necessary "suspension" of your "operations" during the "period of restoration" caused by accidental direct physical loss of or damage to:

- a) The electronic equipment or "media" covered by this Additional Coverage;
- b) The building housing the electronic equipment or "media" that prevents access to and use of the electronic equipment or "media"; or
- c) The air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 1,000 feet of the building

caused by the perils insured against and subject to **b. Exclusions**.

2) We will also pay expenses you incur to reduce the covered loss. We will not pay for expenses:

- a) You incur to extinguish a fire; or

- b) That exceed the amount by which the covered loss is reduced.
- 3) Business Income means the:
  - a) Net income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
  - b) Continuing normal operating expenses incurred, including payroll.
- (b) **Extra Expense**
  - 1) Subject to the Limit of Insurance provisions of this Additional Coverage, we will pay necessary Extra Expense, other than loss of Business Income, you incur to continue "normal" operations of your business following accidental direct physical loss of or damage to:
    - a) The electronic equipment or "media" covered by this Additional Coverage;
    - b) The building housing the electronic equipment or "media" that prevents access to and use of the equipment or "media"; or
    - c) The air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 1,000 feet of the building caused by the perils insured against and subject to **b. Exclusions**. You must resume normal operation of your business as soon as practical.
  - 2) a) We will also cover the cost to repair, replace or restore:
    - i. Books of account, abstracts, drawings;
    - ii. Card index systems; or
    - iii. Other records or data such as film, tape, disks, drum, cell or other magnetic storage or recording "media" for electronic data processing that have been damaged or destroyed by perils we insure against.
  - b) Such cost must:
    - i. Exceed the normal cost for such repair, replacement or restoration; and
    - ii. Be incurred to reduce loss under this endorsement.
  - 3) Extra Expense means expense incurred:
    - a) To avoid or minimize the "suspension" of business and continue "operations":
      - i. At the described premises; or
      - ii. At replacement premises or at temporary locations, including:
        - (i) Relocation expenses; and
        - (ii) Costs to equip and operate the replacement or temporary locations.
    - b) To minimize the suspension of business if you cannot continue "operations".
    - c) i. To repair or replace any Covered Property; or
    - ii. To research, replace or restore the lost information on damaged valuable papers and records to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.
- (c) **Coverage Extension - Civil Authority**  
 In this Coverage Extension - Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations.  
 When a Covered Cause of Loss causes damage to property other than property at the described premises, you may extend your Business Income and Extra Expense Coverages to apply to the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
  - 1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
  - 2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
 Civil Authority Coverage for Business Income and Extra Expense will begin immediately following the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which coverage began.



**(d) Exclusions**

The following exclusions apply to the Business Income and Extra Expense provided by this Additional Coverage only and are in addition to those contained in **b**.

**Exclusions.**

- 1) We will not be liable for any increase in loss of Business Income or Extra Expense caused by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
  - a) Enforcement of any ordinance or law regulating construction, repair or demolition of buildings or structures;
  - b) Interference at the described premises by strikers or other persons with:
    - i. Rebuilding, repairing or replacing the property; or
    - ii. Resumption or continuation of business; or
  - c) The suspension, lapse, or cancellation of any lease, license, contract or order beyond the "period of restoration".
- 2) We will not cover loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
  - a) Theft of any property, which is not an integral part of a building or structure at the time of loss. We will cover direct loss that ensues from a peril not excluded in this policy. We will cover direct loss by pillage and looting which occurs during and at the immediate place of riot or civil commotion.
  - b) Any other consequential or remote loss.

**(e) Limit of Insurance**

- 1) Business Income  
Subject to **(e) Limit of Insurance, Paragraph 3)**, we will pay only for loss of your Business Income that occurs during the "period of restoration", but not exceeding twelve (12) consecutive months after the date of accidental direct physical loss of or damage to Covered Property, resulting from a Covered Cause of Loss.

- 2) Extra Expense  
Subject to **(e) Limit of Insurance, Paragraph 3)**, we will pay for necessary Extra Expense during the "period of restoration" starting with the date of damage or destruction. Payments under this coverage shall not be limited by the expiration of the policy.
- 3) Our total payment for both Business Income and Extra Expense for any one occurrence shall not exceed \$100,000.

**(f) Loss Determination**

- 1) The amount of Business Income loss will be determined based on:
  - a) The Net Income of the business before the direct physical loss or damage occurred;
  - b) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - d) Other relevant sources of information, including:
    - i. Your financial records and accounting procedures;
    - ii. Bills, invoices and other vouchers; and
    - iii. Deeds, liens or contracts.
- 2) The amount of Extra Expense will be determined based on:
  - a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - i. The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
    - ii. Any Extra Expense that is paid for by other insurance, except

for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

- b) All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

3) Resumption Of Operations

We will reduce the amount of your:

- a) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- b) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- 4) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(g) **Loss Payment - Business Income and Extra Expense**

We will pay for covered loss within thirty (30) days after we receive the sworn proof of loss, if:

- 1) You have complied with all of the terms of this endorsement; and
- 2) a) We have reached agreement with you on the amount of loss; or  
b) An appraisal award has been made.

f. **Definitions**

**H. DEFINITIONS** is amended. The following definitions are added for purposes of this Additional Coverage only.

- (1) "Electrical Disturbance" means electrical or magnetic damage, disturbance or erasure of electronic recordings.
- (2) "Laptop Computer" means portable data collectors, notebook (laptop) computers, subnotebook computers, palmtop computers, handheld

computers, tablet computers, credit card readers and portable or any similar computer. Laptop computer does not mean cellular phone, wireless phone or pager.

- (3) "Mechanical Breakdown" means component failure or mechanical malfunction, breakdown or failure.
- (4) "Media" means materials on which information is recorded such as film, magnetic tape, paper tape, disks, drums, and cards. Media includes computer software.
- (5) "Normal" means the condition that would have existed had no loss occurred.
- (6) "Operations" means your business activities occurring at the described premises.
- (7) "Period of Restoration":
  - (a) Means the period of time that:
    - 1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
    - 2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
  - (b) Does not include any increased period required resulting from the enforcement of any law that:
    - 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
    - 2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
  - (c) The expiration date of this policy will not shorten or cause the "period of restoration" to terminate.
- (8) "Suspension" means:
  - (a) The slowdown or cessation of your business activities; or
  - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

All other policy terms and conditions apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

#### A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
- b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and



- 2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government or the civilian population or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

**Exclusion Of "Terrorism"**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGES - ACTUAL CASH VALUE AND DEPRECIATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

Wherever it appears in this Coverage Part and any endorsement attached to this Coverage Part:

1. Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
2. Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
  - a. The cost of materials, labor and services;

- b. Any applicable taxes; and
- c. Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersedes any provision in this Coverage Part and any endorsement attached to this Coverage Part to the contrary.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

### A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or



- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

**Exclusion Of "Terrorism"**

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use

or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 26 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2.

**Exclusions of Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:



**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
  - b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- C. The following definition is added to the **Definitions** section:
- "Unmanned aircraft" means an aircraft that is not:
1. Designed;
  2. Manufactured; or
  3. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.



**WHITEHEAD**  
INSURANCE  
EST 1903

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3/28/2023

Cityview Condominium Association, Inc.  
PO Box 51767  
Knoxville, TN 37950-1767

RE: Policy# 03111000  
Effective Dates: 06/10/23 to 06/10/24

Dear Dewayne,

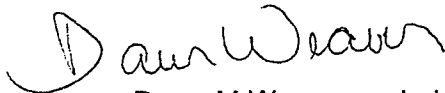
Please find enclosed the above listed insurance policy from Owners Insurance Company. The insurance policy is effective from 06/10/23 to 06/10/24. Please review carefully to verify its accuracy and file it with the corresponding expiring policy or related papers.

Every insurance policy is subject to certain terms, conditions, exclusions, and limitations. We strongly urge you to read your policy thoroughly in order to avoid any misunderstandings regarding the scope of your insurance coverage.

If you have any questions or if we may be of assistance in any way, please feel free to contact me at the number listed above.

**We appreciate your business, and your trust in our agency !**

Sincerely,



Dawn M Weaver on behalf of Roger Whitehead  
dawn@whitehead-insurance.com

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Jamestown, TN 38556  
200 White Oak St.  
(931) 879-4060

Crossville, TN 38557  
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(931) 484-5103

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