



Berkshire Hathaway  
**GUARD** Insurance  
Companies

*Businessowner's  
Proposal of Insurance for . . .*

The Ellicottville Inn Condominium  
PO Box 1046  
Ellicottville, NY 14731

*Berkshire Hathaway  
GUARD Insurance  
Companies specialize  
in providing  
insurance coverage  
to businesses.*

**Total Estimated Premium:** \$5,483.65

**Effective Date:** 03/08/2021 thru 03/08/2022

**Proposal Number:** ELBP285068

**Payment Terms:** 25% down payment, 8 monthly  
installment(s)

*Weed Ross Bid  
3/21 - 3/22  
Presented by*  
WEED ROSS AGENCY  
PO Box 1708  
Ellicottville, NY 14731

716-699-2388



# Quick Facts

## Berkshire Hathaway GUARD Insurance Companies

**Established:**  
1983

**Ultimate Parent:**  
Berkshire Hathaway Inc.

**Insurance Companies:**  
AmGUARD, EastGUARD, NorGUARD, and WestGUARD

**A.M. Best Company Rating:**  
A+ ("Superior"); Financial Size Category X

**CEO/President:**  
Sy Foguel, ACAS, FILAA

**Locations:**  
Home office in PA; eight satellite offices across the United States

**Specialty:**  
Commercial Property & Casualty accounts from a variety of classes

**Products:\***  
We feature the following coverages that can be purchased separately or as part of a comprehensive multi-line solution:

- Workers' Compensation and Employer's Liability
- Businessowner's coverage (Property/Liability)
- Commercial Automobile
- Commercial Umbrella/Excess Liability
- Disability (NY only)
- Professional Liability
- Homeowners and Personal Umbrella

**Operating Area:**  
Nationwide for Workers' Compensation and Businessowner's Policies with complementary Commercial Auto and Professional Liability available in most states by the end of 2018. (Visit [www.guard.com](http://www.guard.com) for details.)

**Performance:**  
Combined loss and expense ratio (consistently under 100%) that outperforms our peer group

**Distribution Network:**  
Independent Insurance Agents throughout the country

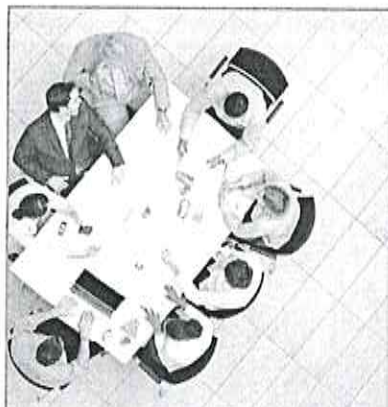
**Number of Policies Issued (2017):**  
256,000

**Gross Written Premium (2017):**  
\$1.3 billion

**Services:**  
Full range of underwriting, loss control, billing, and claims value-added services provided that help policyholders realize the full benefit of their coverage . . . in the easiest possible way

*(Berkshire Hathaway GUARD has also been selected as a Workers' Compensation Servicing Carrier in eight states.)*

*\*Not all products are available in all states or through all subsidiaries.*



About . . .

**BERKSHIRE  
HATHAWAY INC.**

**AA Rating**  
Standard & Poor's  
(as of 2017)

**Fortune 500 #2**  
(as of 2017)

**S&P 500**

**Global 500 #8**  
(as of 2017)

**Chairman**  
Warren Buffett

**More About**  
Berkshire Hathaway – an international holding company with diverse interests that include insurance and reinsurance – is regularly recognized as one of the largest and strongest organizations in the world.



**Berkshire Hathaway  
GUARD Insurance  
Companies**

## Payment Terms:

Payment or draft information must be received by GUARD no later than 5 business days after inception. Always include your Proposal Number on all correspondence and checks.

## Payment Options:

- **CREDIT CARD:** Go to the Policyholder Service Center at [www.guard.com](http://www.guard.com) to register and make your payment OR call Customer Service at 1-800-673-2465. A fee may apply.
- **DIRECT DRAFT:** Complete the Authorization form (below) and fax to Accounting Services at 570-820-7968 OR make your Direct Draft payment from the Policyholder Service Center at [www.guard.com](http://www.guard.com). No Installment fee applies with ongoing Direct Draft payments.
- **e-CHECK:** Fax a copy of your completed check to 570-820-7968. MARK THE CHECK "FOR DRAFT," making sure not to obscure the routing number, account number, or payment amount.
- **TELEPHONE PAYMENT:** Call Customer Service at 1-800-673-2465.
- **MAIL PAYMENT:** Make check payable to Berkshire Hathaway GUARD Insurance Companies and include remittance voucher (below).

See Direct Draft and Mailing Remittance Forms below.

## MAILING REMITTANCE SLIP

Customer Name: The Ellicottville Inn Condominium  
Agency Name: WEED ROSS AGENCY  
Proposal Number: ELBP285068  
Total Premium: \$5,483.65  
Down Payment Amount: \$1,370.91  
Mail Payment To: Berkshire Hathaway GUARD Insurance Companies  
ATTN: Accounts Receivable  
P.O. Box AH - 39 Public Square  
Wilkes-Barre, PA 18703-0020

## Direct Draft Authorization:

I hereby authorize Berkshire Hathaway GUARD (WestGUARD Insurance to initiate pre-authorized debit transfers on behalf of my business for (select one)  **one-time use**  **ongoing use**, based on the information outlined below:

Policy(ies): ELBP285068

If this authorization applies to multiple policies, list all. For each, include the policy # and/or type (i.e., Comp, etc.); also, indicate new or renewal.

Name of Policyholder: The Ellicottville Inn Condominium

Bank Account #: \_\_\_\_\_ Bank Routing #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Name

City

State

Preferred Start Date: \_\_\_\_\_ Amount (if one-time Direct Draft): \_\_\_\_\_

Statement Delivery Preference:  Fax  E-mail  Mail Fax # or E-mail: \_\_\_\_\_

**(OPTIONAL) Attach a voided check to assist us in verifying your account information.**

Authorized Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

We send Billing Statements to give you advance notice of each draft amount as a courtesy to you. (The procedure for calculating premium is set forth in your policy.) We cannot guarantee that you will receive this notice or that the notice will be received in advance of the Direct Draft. Regardless, payment is still due in accordance with your policy terms.



Berkshire Hathaway  
**GUARD** Insurance  
Companies

Attn: Accounting Services - P.O. Box AH - Wilkes-Barre, PA 18703-0020 - FAX 570-820-7968

## Proposal of Insurance

**The Ellicottville Inn Condominium  
Prospect Number ELBP285068  
for 03/08/2021 to 03/08/2022**

**Carrier:** NorGUARD Insurance Company  
**Type of Coverage:** Businessowner's  
**Payment Method:** Direct Bill

**Total Estimated Cost: \$5,483.65**

The portion of the Total Estimated Cost attributable to terrorism premium is \$ 35.00.

*(Direct billed policies will be charged a fee of \$7.00 per installment.)*

### Information Needed to Issue:

- \* A signed 1) ACORD application or 2) copy of the proposal is required prior to policy issuance.
- \* Under the Terrorism Risk Insurance Program Reauthorization Act, policyholders have the right to purchase coverage under this policy and must read, complete, and return the attached Policyholder Disclosure: Notice of Terrorism Insurance Coverage.

### Important Notes:

- \* This prospect is subject to inspection.
- \* A Direct Draft electronic fund transfer option is offered which requires no installment fees and no checks to be mailed. A sign-up sheet is enclosed and can alternatively be downloaded from our web site at [www.guard.com](http://www.guard.com) or obtained by contacting Customer Service at 800-673-2465.
- \* If the insured cancels the policy, the final premium may be calculated on an other than pro rata basis. In that case, the amount of premium due to the insured will be 90% of the unearned premium and final premium will not be less than the full minimum premium.
- \* Please note that the coverages and limits offered on this Proposal of Insurance may be different from those originally selected on the application. Please review carefully.

## Proposal of Insurance for The Ellicottville Inn Condominium (cont.)

*The next sections of this proposal list the various Property and Liability insurance coverages and limits included in this Businessowner's policy for the Total Estimated Cost shown above; some are automatically included while others reflect specific requests.*

### **SECTION I: (Applies to All Locations)**

**Headquarters State**

**New York**

<u>Coverage</u>	<u>Limit</u>
<b>Policy Limits</b>	
• Liability Limits	\$1,000,000
• Liability & Medical Expenses - Each Occurrence	\$2,000,000
• General Aggregate	Included
• Personal & Advertising Injury	\$2,000,000
• Products & Completed Operations Aggregate	\$5,000
• Medical Expenses - Each Person	
• Deductibles	None
• Liability Property Damage Deductible	None
• Liability Deductible - Bodily Injury	
<b>Damage To Premises Rented To You</b>	
• Limit	\$300,000
<b>Appurtenant Structures</b>	
• Limit	\$50,000 combined Building/BPP
<b>Bed Bug-Kissing Bug Liability Coverage</b>	
• Limit	Excluded
<b>Business Income &amp; Extra Expense</b>	
• Limit	Actual Loss Sustained up to 12 Months
<b>Electronic Data</b>	
• Limit	\$10,000
<b>Employee Dishonesty</b>	
• Limit	\$10,000
<b>Fire Department Service Charge</b>	
• Limit	\$25,000
<b>Fire Extinguisher Systems Recharge Expense</b>	
• Limit	\$5,000
<b>Forgery or Alteration</b>	
• Limit	\$10,000
<b>Glass Expense</b>	
• Limit	Actual Loss Sustained
<b>Interruption of Computer Operations</b>	
• Limit	\$10,000
<b>Loss by Theft of furs, fur garments, garments trimmed with fur</b>	
• Limit	\$2,500
<b>Loss by Theft of jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals</b>	
• Limit	\$5,000
<b>Loss by Theft of patterns, dies, molds and forms</b>	
• Limit	\$2,500

## Proposal of Insurance for The Ellicottville Inn Condominium (cont.)

<b>Money Orders and "Counterfeit Money"</b>	
• Limit	\$1,000
<b>Newly Acquired Or Constructed Property - Buildings</b>	
• Limit	25% of Building Limit/Not more than \$500,000/Bldg
<b>Newly Acquired Or Constructed Property - Business Personal Property</b>	
• Limit	\$250,000
<b>Personal Effects</b>	
• Limit	\$5,000
<b>Personal Property Off Premises</b>	
• Limit	\$10,000
<b>Pollutant Clean Up and Removal</b>	
• Limit	\$10,000
<b>Preservation of Property</b>	
• Limit	Within 30 Days
<b>Terrorism</b>	
• Certified Acts	Exclude Coverage

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### SECTION II: Location-Level Coverage

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**Location 001: 8 - 10 Washington St, Ellicottville, NY 14731**

**Building 001: Condominium - Residential Condominium (Association risk only) - 6914501**

<b>Property Deductible:</b>	<b>5,000.00</b>
<b>Wind/Hail Excluded:</b>	<b>No</b>
<b>Wind/Hail Deductible:</b>	<b>0.00%</b>
<b>Building Group:</b>	<b>Apartment</b>
<b>Occupancy:</b>	<b>Owner Occupied Bldg - 10% or Less</b>
<b>Construction Type:</b>	<b>Joisted Masonry</b>
<b>Protection Class:</b>	<b>03</b>
<b>BCEG:</b>	<b>Ungraded</b>
<b>Class Description:</b>	<b>Condominium - Residential Condominium (Association risk only) (6914501)</b>

<u>Coverage</u>	<u>Limit</u>
<b>Accounts Receivable</b>	
• On-Premises Limit	\$25,000
• Off-Premises Limit	25,000
<b>Awnings Coverage</b>	
• Limit	\$2,500
<b>Building Coverage</b>	
• Limit	\$3,374,592
• Valuation	Replacement Cost
• Inflation Guard %	2

## Proposal of Insurance for The Ellicottville Inn Condominium (cont.)

<b>Business Personal Property Coverage</b>	
• Limit	\$5,000
• Seasonal Increase Percent	25
• Valuation	Replacement Cost
<b>Debris Removal</b>	
• Limit	25%/\$10,000
<b>Equipment Breakdown Coverage (HSB)</b>	
• Inspection Contact Name	Kathleen Moriarty
• Phone Number	716-699-2355
<b>Liability</b>	
• IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
• IMPORTANT NOTE	
• Limit	
<b>Money and Securities</b>	
• On Premises Limit	\$5,000
• Off Premises Limit	\$5,000
<b>Ordinance or Law - Increased Cost Of Construction</b>	
• Limit	\$10,000
<b>Outdoor Property</b>	
• Limit	\$10,000
<b>Outdoor Signs - Optional Coverage</b>	
• Limit	\$5,000
<b>Valuable Papers and Records</b>	
• On-Premises Limit	\$25,000
• Off-Premises Limit	\$25,000
<b>Water Back-up and Sump Overflow</b>	
• Covered Property Limit	\$5,000
• Business Income and Extra Expense Limit	\$5,000

## Proposal of Insurance for The Ellicottville Inn Condominium (cont.)

### **Policy Forms To Be Attached at Issuance**

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<b>Form Number</b>	<b>Form Name</b>
BP WEL LET	Welcome Letter
IIT DS 01 05	Businessowners Policy Declarations
BP 00 03 01 10	Businessowners Coverage Form
BP IN 01 01 10	Businessowners Coverage Form Index
END SCHD	Schedule Of Forms And Endorsements
BP SMOKING	Apartment Building Smoking Flyer
IL 99 00 08 13	Authorization and Attestation
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholder
BP 99 NY 01 18	NY Policy Customizations
BP 01 15 05 18	New York Changes
BP 04 09 01 06	Additional Insured - Mortgagee, Assignee, or Receiver
BP 04 12 04 17	Limitation Of Coverage To Designated Premises, Project Or Operation
BP 04 17 01 10	Employment - Related Practices Exclusion
BP 05 01 07 02	Calculation Of Premium
BP 05 24 01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41 01 15	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
BP 17 01 01 06	Condominium Association Coverage
BP 99 04 01 10	Equipment Breakdown Coverage
BP 99 10 09 08	Exclusion - Liability for Hazards of Lead
BP 99 11 09 08	Exclusion - Bed Bug - Kissing Bug
BP 99 188 06 16	Deductible Endorsement - Property
BP 99 60 03 12	Water Back-up and Sump Overflow
PRIV POL	Privacy Policy

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### **Additional Insureds**

#### **Additional Insured - Additional Insured - Mortgagee, Assignee, or Receiver**

Name(s) - FIVE STAR BANK

Location - 001

Building - 001



## Proposal of Insurance for The Ellicottville Inn Condominium (cont.)

**DISCLAIMER** This proposal/quote is not a binder. The Total Estimated Cost is based upon information provided to date and is subject to change even after coverage has been bound, based upon availability of additional pricing or underwriting information or considerations and/or upon the results of loss control surveys and compliance with recommendations. This summary of policy coverages, premium, and limits is not an insurance policy. For further details about the coverage, please review the policy forms and declarations pages. In the event of a conflict, the terms stated in the insurance policy shall govern. Please be aware that this proposal encompasses only the coverages listed and that those coverages are subject to the final terms and conditions stated in the policy. Our only offer of insurance is stated by the terms of this proposal, which can only be changed by our issuance of a new proposal.

Prospect Number: ELBP285068

PROPOSAL-02-17-2021-09 Accepted by: \_\_\_\_\_  
(print name)

Prospect's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Fax this signed proposal page to us at 570-820-7968

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

***REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE***

I elect to purchase terrorism coverage for a prospective premium of \$ \_\_\_\_\_.

I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses arising from certified acts of terrorism.

**Note:** In states where applicable, if you decline this offer, the premium for terrorism (fire only) coverage is \$ 35.

**Important Note: Your election or rejection shall apply to renewals unless you provide us with a signed Policyholder Disclosure form changing your election.**

\_\_\_\_\_  
Policyholder/Applicant's Name (Print)

ELBP285068

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

AmGUARD • NorGUARD

## PRIVACY POLICY

Rev. February, 2020

### WHAT DO BERKSHIRE HATHAWAY GUARD INSURANCE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

<b>FACTS</b>	
Berkshire Hathaway GUARD Insurance Companies include: AmGUARD Insurance Company, AZGUARD Insurance Company, EastGUARD Insurance Company, NorGUARD Insurance Company, WestGUARD Insurance Company, GUARDCo, Inc., (a medical management affiliate).	
<b>Why?</b>	Financial Companies choose how they share your personal information. Federal and State law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend upon the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• <b>Social Security Number, date of birth, driving record, income</b></li> <li>• <b>Credit history, credit-based insurance scores, insurance claim history, payment history</b></li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies may need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.

<b>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</b>		<b>Does Berkshire Hathaway GUARD share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, comply with government agency examinations/procedures, or report your creditworthiness.		Yes	No
<b>For our marketing/processing purposes—</b> to offer our products and services to you. (We may also disclose information received from you with companies that perform services for us.)		Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences.		Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness.		Yes	Yes
<b>For our affiliates to market to you</b>		Yes	Yes
<b>For non-affiliates to market to you</b>		Yes	Yes
<b>To limit our sharing</b>	Call Customer Service at 1-800-673-2465 or visit us online at <a href="http://www.guard.com/privacy/">www.guard.com/privacy/</a> . Please note: If you are a new customer, we can begin sharing your information 30 days from the date we provided this notice. When you are no longer our customer, we continue to share your information as described in this notice in accordance with applicable law. However, you can contact us at any time to limit our sharing in accordance with the table above.		
<b>Questions?</b>	Call Customer Service at 1-800-673-2465.		

### Who we are

#### Who is providing this notice?

Berkshire Hathaway GUARD Insurance Companies (including property and casualty licensees AmGUARD Insurance Company, AZGUARD Insurance Company, NorGUARD Insurance Company, EastGUARD Insurance Company, and/or WestGUARD Insurance Company as well as GUARDCo, Inc.) is providing this notice. References in this form to "us", "we" or "our" refers to these companies.

### What we do

#### How do we protect your personal information?

To protect your personal information from unauthorized access and use, we implement security measures that comply with applicable law. These measures include computer safeguards and secured files and buildings.

#### How do we collect your personal information?

We collect your personal information, for example, when you:

- apply for insurance
- pay insurance premiums
- file an insurance claim
- give us your income information
- give us your contact information.

We also collect your personal information from others (such as credit bureaus, affiliates, or other companies) including, for example, from:

- your insurance agent or producer
- your transactions with our affiliates listed below or other consumer reporting agencies.

#### Why can't I limit all sharing?

Applicable law gives you the right to limit only:

- sharing for affiliates everyday business purposes – information about your creditworthiness and insurability
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you.

#### What happens when I limit sharing for a policy I hold jointly with someone else?

Your choices will apply to everyone on your policy.

### Definitions

#### Affiliates

*Companies (other than the companies identified in "Facts" above) that are related to us by common ownership or control of Berkshire Hathaway Inc. Affiliates can be financial and nonfinancial companies.*

#### Non-affiliates

*Companies not related to us by common ownership or control, which can be financial and nonfinancial companies.*

#### Marketing

*The promotion or advertising of insurance products or services to you. Marketing partners may include, but are not limited to, insurance licensees such as insurance agents appointed by us or their affiliates.*

### Other Important Information

**Important Information about Credit Reporting:** We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**For California Residents:** If you opt out, we will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account. Please visit [www.guard.com/privacy-policy/](http://www.guard.com/privacy-policy/) to review our California Privacy Policy.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.



February 3, 2021

Ellicottville Inn Condominium  
PO BOX 1046  
Ellicottville, NY 14731

Re: Package 6807638P966  
Policy Period: 03/08/2021 - 03/08/2022

Greetings!

Enclosed please find the above-mentioned policy renewal. Please take a moment to review the policy and become familiar with the coverage and limits afforded therein. If any changes are needed, please contact our office.

Thank you for the opportunity to continue this coverage, and please let us know if you have any questions.

Sincerely,

David A. Lockwood



617 N. Main Street  
P.O Box 1138  
Jamestown, NY 14701  
(716) 664-3110



**Report Claims Immediately by Calling\***

**1-800-238-6225**

*Speak directly with a claim professional*

*24 hours a day, 365 days a year*

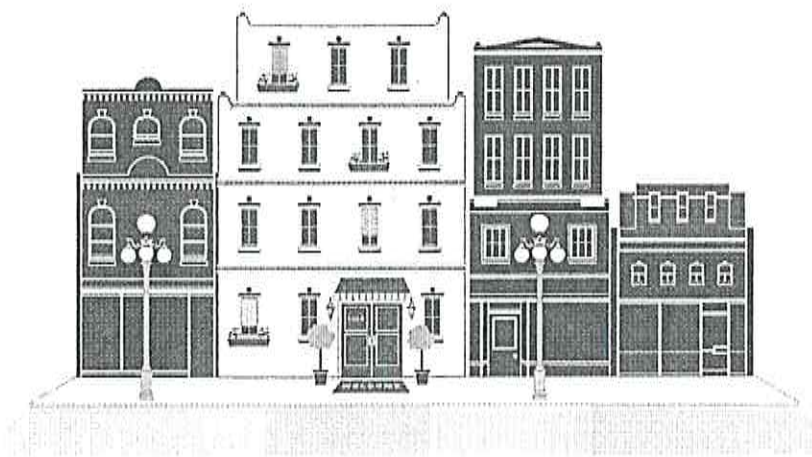
\*Unless Your Policy Requires Written Notice or Reporting

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## **CONDOMINIUM PAC**

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CONDO - 13-24 UNITS PER FIRE DIVISION



**A Custom Insurance Policy Prepared for:**

THE ELLICOTTVILLE INN  
CONDOMINIUM  
PO BOX 1046  
ELLICOTTVILLE NY 14731

Presented by: LOCKWOOD AGENCY

**RENEWAL CERTIFICATE**

**COMMON POLICY DECLARATIONS**  
 CONDOMINIUM PAC  
 BUSINESS: CONDO - 13-24 U

**POLICY NO.:** 680-7638P966-21-42  
**ISSUE DATE:** 01/22/2021

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

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

THE ELLICOTTVILLE INN  
 CONDOMINIUM  
 PO BOX 1046  
 ELLICOTTVILLE NY 14731

**2. POLICY PERIOD:** From 03/08/2021 to 03/08/2022 12:01 A.M. Standard Time at your mailing address.

**3. LOCATIONS:**

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
001	001	CONDO/13+	8-10 WASHINGTON ST ELLICOTTVILLE NY 14731

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

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	ACJ

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

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

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

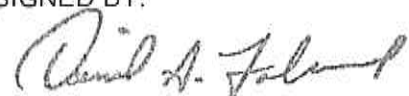
**7. PREMIUM SUMMARY:**

Provisional Premium	\$	10,275.89
Due at Inception	\$	
Due at Each	\$	

**NAME AND ADDRESS OF AGENT OR BROKER**

LOCKWOOD AGENCY XJ595  
 PO BOX 1138  
 JAMESTOWN NY 14702-1138

**COUNTERSIGNED BY:**



Authorized Representative

**DATE:** 01/22/2021

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

CONDOMINIUM PAC

POLICY NO.: 680-7638P966-21-42

ISSUE DATE: 01/22/2021

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 03-08-21 to 03-08-22 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: LLC

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

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

**BUSINESSOWNERS PROPERTY COVERAGE**

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 5,000 per occurrence.  
 Building Glass: \$ 5,000 per occurrence.

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

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

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

SPECIAL PROVISIONS:

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



BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001      BUILDING NO. : 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	\$ 3,374,592	RC*	N/A	0.0%

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

TAXES AND SURCHARGES  
CONDOMINIUM PAC

PAC

POLICY NO.: 680-7638P966-21-42  
EFFECTIVE DATE: 03/08/2021  
ISSUE DATE: 01/22/2021

DESCRIPTION:		AMOUNT
NEW YORK FIRE INSURANCE FEE	\$	59.89

OFFICE: ALBANY N.Y. 002  
PRODUCER NAME: LOCKWOOD AGENCY

XJ595

POLICY NUMBER: 680-7638P966-21-42

EFFECTIVE DATE: 03/08/2021

ISSUE DATE: 01/22/2021

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

*	IL T0 25 08 01	RENEWAL CERTIFICATE
*	MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

	MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
	MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
	MP T1 03 02 05	AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE
	MP T5 30 11 12	FUNGUS WET ROT AND DRY ROT CHANGES - NEW YORK
*	MP T3 25 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
	MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
	MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
	MP T9 70 03 06	POWER PAC ENDORSEMENT
	MP T5 45 01 18	NEW YORK CHANGES

COMMERCIAL GENERAL LIABILITY

	CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19
	CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG D2 37 02 19	EXCLUSION - REAL ESTATE DEVELOPMENT ACTIVITIES - COMPLETED OPERATIONS
	CG D3 09 02 19	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD
	CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
	CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
	CG D1 42 02 19	EXCLUSION - DISCRIMINATION
	CG 26 21 10 91	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP
	CG F2 63 02 19	NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG F9 34 02 19	AMENDMENT OF DUTIES IN EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

MULTIPLE SUBLINE ENDORSEMENTS

	CG 01 04 12 04	NEW YORK CHANGES - PREMIUM AUDIT
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\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

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POLICY NUMBER: 680-7638P966-21-42

EFFECTIVE DATE: 03/08/2021

ISSUE DATE: 01/22/2021

INTERLINE ENDORSEMENTS

IL F0 63 05 13	NEW YORK - EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
* IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
* IL T4 40 10 20	PROTECTION OF PROPERTY
IL 00 23 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 83 08 08	NEW YORK CHANGES - FRAUD
IL 02 68 01 14	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

* PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN T5 74 05 19	NOTICE NY HAZARDOUS MATERIAL REPORT
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

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

**TRAVELERS PROPERTY**



**TRAVELERS PROPERTY**

MORTGAGEES:

POLICY NO.: 680-7638P966-21-42

ISSUE DATE: 01/22/2021

PREMISES  
LOCATION  
NUMBER

001

BUILDING  
NUMBER

001

MORTGAGE HOLDER  
NAME AND MAILING ADDRESS

FIVE STAR BANK  
ITS SUCCESSORS AND/OR ASSIGNS  
PO BOX 391224  
OLON OH 44139

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE PART

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge for such Insured Losses that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

- 4% of your total Businessowners Coverage Part premium if your primary location is in a Designated City (as listed below).
- 2% of your total Businessowners Coverage Part premium if your primary location is not in a Designated City (as listed below).

Designated Cities are			
Albuquerque, NM	El Paso, TX	Miami, FL	San Antonio, TX
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Diego, CA
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	
Detroit, MI	Mesa, AZ	Sacramento, CA	



**INTERLINE  
ENDORSEMENTS**





**INTERLINE  
ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM  
CYBERFIRST GENERAL PROVISIONS FORM  
DELUXE PROPERTY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EMPLOYMENT PRACTICES LIABILITY<sup>+</sup> WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT  
COVERAGE PART  
ENVIRONMENTAL HAZARD POLICY  
EQUIPMENT BREAKDOWN COVERAGE PART  
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE  
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND  
INFORMATION SECURITY LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF  
TRANSPORTATION  
TRAVELERS PROPERTY COVERAGE PART  
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART  
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism  
Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROTECTION OF PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART

The insurance provided under this Coverage Part for direct physical loss of or damage to Covered Property at the described premises is extended to include the following Additional Coverage:

### Protection of Property

We will pay the necessary and reasonable expenses actually incurred by you to temporarily safeguard Covered Property at the described premises against the threat of imminent covered direct physical loss or damage by a "specified cause of loss", subject to the following:

1. This Additional Coverage only applies to expenses incurred within 72 hours before the time the imminent "specified cause of loss" is reasonably likely to begin to cause direct physical loss or damage to the Covered Property.
2. This Additional Coverage does not apply to any expenses:
  - (a) To which any Preservation of Property coverage in this Coverage Part may apply; or
  - (b) For maintenance that reasonably should have been performed in the absence of any threat of imminent covered direct physical loss or damage by a "specified cause of loss".
3. The most we will pay under this Additional Coverage for all expenses arising out of all threats of imminent direct physical loss or damage by a "specified cause of loss" occurring during each separate 12-month period of this policy beginning with the effective date of this policy is:

- (a) \$5,000 at each of the described premises; and
- (b) \$10,000 for all described premises.

This is additional insurance.

If the "specified cause of loss" from which the property is being safeguarded is subject to an aggregate limit of insurance (meaning the limit of insurance is the most we will pay for all loss or damage arising out of all occurrences of such "specified cause of loss" in any one annual period of this policy), the Limit of Insurance that applies to this Additional Coverage is not included in, and does not reduce, the aggregate Limit of Insurance that applies to such "specified cause of loss".

4. This Additional Coverage is subject to the deductible that applies to loss or damage to the Covered Property by the "specified cause of loss" from which the property is being safeguarded.

In the event the "specified cause of loss" from which the property is being safeguarded actually causes covered direct physical loss or damage to the Covered Property, the total of the deductible amounts applied under this Additional Coverage and under the coverage provided for such loss or damage to the Covered Property will not exceed the deductible that applies to the covered loss or damage to the Covered Property by the "specified cause of loss".

## POLICYHOLDER NOTICES



**POLICYHOLDER NOTICES**

## **IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

For information about how Travelers compensates independent agents and brokers, please visit [www.travelers.com](http://www.travelers.com), call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.



## IMPORTANT INFORMATION FOR MASTER PAC POLICYHOLDERS

Dear Policyholder:

Enclosed is your Travelers Master Pac Renewal Certificate. An asterisk on the Listing of Forms, Endorsements and Schedule Numbers, IL T8 01, indicates forms that are included with this year's renewal. Any forms previously attached to your policy that are not shown on that listing no longer apply.

Please put the Certificate and the attached forms with your policy as soon as possible. If you have misplaced your policy, please contact your agent for a copy.