

CRIME PROTECTION POLICY

Edition of April 1, 2012

Capitol Indemnity Corporation
(Herein called Company)

Policy No.
CPP1902463

DECLARATIONS

Item 1. Name of Insured (herein called Insured):

Principal Address:
2192 Denton Grove
Colorado Springs, CO 80919

Item 2. Policy Period: from 12:01 a.m. on 04/19/2017 to 12:01 a.m. on Until canceled as herein provided
(MONTH, DAY, YEAR) (MONTH, DAY, YEAR)

Item 3. INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES

<u>Insuring Agreement</u>	<u>Limit of Insurance Per Occurrence</u>	<u>Deductible Amount Per Occurrence</u>
1. Employee Dishonesty	\$300,000	\$5,000
2. Forgery or Alteration	\$300,000	\$5,000
3. Inside the Premises	\$Not Covered	\$
4. Outside the Premises	\$Not Covered	\$
5. Computer Fraud	\$Not Covered	\$
6. Money Orders and Counterfeit Paper Currency	\$Not Covered	\$

If added by Endorsement, Insuring Agreement(s):

\$ \$
\$ \$
\$ \$

If "Not Covered" is inserted above opposite any specified Insuring Agreement, or if no amount is inserted, such Insuring Agreement and any other reference thereto in this Policy shall be deemed to be deleted.

Item 4. ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED

FEN 005-CPP (05-14), FEN 010-CPP (08-06), SE 00 11 03 00, SE 00 63 03 00, SE 00 86 03 00,
SE 01 45 02 06, SE 01 61 07 13

Item 5. CANCELLATION OF PRIOR INSURANCE

By acceptance of this Policy you give us notice cancelling prior policy Nos.

N/A

Authorized Repres

Signature: _____



Todd Post

Date: 4/20/17

CRIME PROTECTION POLICY
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**CRIME PROTECTION
POLICY**

Throughout this Policy the words "you" and "your" refer to the Insured(s) shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Read the entire Policy carefully to determine rights, duties and what is or is not covered. Words and phrases defined in the Policy are in **bold** type.

**A. CONSIDERATION
CLAUSE**

In return for the payment of the premium, and subject to the Declarations, Insuring Agreements, Definitions, Exclusions, Conditions and other terms of this Policy, we will pay for loss covered by an Insuring Agreement of this Policy that you sustain resulting directly from acts committed or events occurring at any time and discovered by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss, Condition E. 9.

**B. INSURING
AGREEMENTS**

1. Employee Dishonesty

We will pay for loss resulting directly from dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- a. Cause you to sustain loss; and
- b. Obtain an improper financial benefit for:
 - (1) The **employee**; or
 - (2) Any person or organization intended by the **employee** to receive that benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

2. Forgery or Alteration

- a. We will pay for loss resulting directly from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders, or directions to pay a sum certain in **money** that are:
 - (1) Made or drawn by or drawn upon you;
 - (2) Made or drawn by one acting as your agent, or that purport to have been so made or drawn.
- b. If you are sued for refusing to pay any instrument covered in paragraph 2 a. on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside the Premises

- a. We will pay for loss of **cash** and **securities** inside the **premises** or **banking premises** resulting directly from **theft**, disappearance or destruction. Provided, however, in the case of **theft**, the **theft** was committed by a person physically present in the **premises** or **banking premises** at the time of loss of such **cash** or **securities**.
- b. We will pay for loss of, and loss from damage to, **other property**:
 - (1) Inside the **premises** resulting directly from an actual or attempted **robbery** of a **custodian**; or
 - (2) Inside the **premises** in a safe or vault, resulting directly from an actual or attempted **safe burglary**.
- c. We will pay:
 - (1) For loss from damage to the **premises** or its exterior; or
 - (2) For loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the **premises**;resulting directly from an actual or attempted **theft**, **robbery** or **safe burglary**, if you are the owner of the **premises** or are liable for damage to it.

4. Outside the Premises

We will pay for loss of, and loss from damage to, **cash, securities** and **other property** outside the **premises** while in the care and custody of a **messenger** or armored motor vehicle company:

- a. For **cash** and **securities** resulting from **theft**, disappearance or destruction; and
- b. For **other property** resulting from actual or attempted **robbery**.

5. Computer Fraud

We will pay for loss resulting directly from the use of any computer to impersonate you, or your authorized officer or **employee**, to gain direct access to your computer system, or to the computer system of your financial institution, and thereby fraudulently cause the transfer of **money, securities** or **other property** from your **premises** or **banking premises** to a person, entity, place or account outside of your control.

6. Money Orders and Counterfeit Paper Currency

We will pay for loss resulting directly from your having accepted in good faith and in the regular course of business, in exchange for merchandise, **money** or services:

- a. Money orders issued by any post office, express company or bank in the United States or Canada that are not paid upon presentation; or
- b. **Counterfeit** United States or Canadian paper currency.

C. DEFINITIONS

- 1. **Banking premises** means the interior of that portion of any building occupied by a financial institution with which you have an account or which has custody of your **money** or **securities**.
- 2. **Cash** means United States or Canadian bills and coins in current use and having a face value that are accepted by the United States or by the government of Canada as legal tender for the payment of debts.
- 3. **Counterfeit** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- 4. **Custodian** means you, any of your partners or any **employee** while having care and custody of property inside the **premises**, excluding any person while acting as a **watchperson** or janitor.
- 5. **Employee** means:
 - a. Any natural person:
 - (1) While in your service or for 30 days after termination of service; and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you.
 - b. Any natural person who is furnished temporarily to you to:
 - (1) Substitute for a permanent **employee** as defined in (a) above who is on leave; or
 - (2) Meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the **premises**.
 - c. Any natural person who is:
 - (1) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any **employee benefit plan(s)** insured under this insurance; and
 - (2) Your director or trustee while that person is handling **funds** or **other property** of any **employee benefit plan(s)** insured under this insurance.
 - d. **Employee** does not mean any:
 - (1) Agent, broker, person leased to you by a labor leasing firm (except when furnished on a temporary basis under the circumstances set forth in Definition 5.b.), factor,

commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Director or trustee except while performing acts within the scope of the usual duties of an employee.

6. **Employee benefit plan(s)** means any welfare or pension benefit plan listed in the Declarations that is subject to the Employee Retirement Income Security Act of 1974 (ERISA).
7. **Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
8. **Messenger** means you, any of your partners or **employees** while having care and custody of property outside the **premises**.
9. **Money** means:
 - a. **Cash**;
 - b. Demand and savings deposits at financial institutions; and
 - c. Travelers checks, register checks and money orders held for sale to the public.
10. **Occurrence** means:
 - a. As respects Insuring Agreement 1., all loss or losses caused by, or involving, any one **employee**, acting alone or in collusion with others.
 - b. As respects Insuring Agreement 2., all loss or losses caused by any person or in which that person is involved, whether the loss involves one or more instruments.
 - c. As respects all other Insuring Agreements, all loss or losses caused by:
 - (1) Any number of acts, involving one person whether acting alone or in collusion with others;
 - (2) Any number of acts involving a group of persons acting together; or
 - (3) An act or event, or any number of related acts or events, not involving any identifiable person.
11. **Other property** means any tangible property other than **money** and **securities** that has intrinsic value but does not include any property excluded under this insurance.
12. **Payment order** means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a another person.
13. **Premises** means the interior of that portion of any building you occupy in conducting your business.
14. **Robbery** means the taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. In the presence of that person, caused or threaten to cause bodily harm to someone else.
15. **Safe burglary** means the taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault on the **premises** by a person without your permission.
16. **Securities** mean negotiable and nonnegotiable instruments or contracts representing either **money** or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include **money**.

17. **Security procedure** means a procedure established by agreement of the Insured and its customer or financial institution for the purpose of (i) verifying that a **payment order** is that of the Insured, or (ii) detecting error in the transmission or the content of the **payment order** or communication. A **security procedure** may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices.
18. **Theft** means any act of stealing.
19. **Watchperson** means any person you retain specifically to have care and custody of property on the **premises** and who has no other duties.

D. EXCLUSIONS

Applicable to All Insuring Agreements, Except as Indicated

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners**

Loss resulting from any dishonest act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Acts of Employees, Directors, Trustees or Representatives**

We will not pay for loss resulting from any dishonest act committed by any of your **employees**, directors, trustees or authorized representatives:

 - a. Acting alone or in collusion with other persons; or
 - b. While performing services for you or otherwise;

except when covered under Insuring Agreement 1.
3. **Fire**

Loss from damage to the **premises** resulting from fire, however caused.
4. **Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.
5. **Indirect Loss**

Loss that is an indirect result of any act or **occurrence** covered by this Policy including, but not limited to, loss resulting from:

 - a. Your inability to realize income that you would have realized had there been no loss;
 - b. Payment of damages of any type for which you are legally liable unless you establish that the act or acts that gave rise to the damages involved conduct which caused a covered loss of **money, securities or other property** which was in your custody and control and for which you were responsible prior to the loss; or
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
6. **Legal Expenses**

Expenses related to any legal action, except when covered under Insuring Agreement 2.
7. **Nuclear, Chemical or Biological**

Loss resulting from nuclear reaction, nuclear radiation or radioactive, chemical or biological contamination, or any related act or incident.
8. **War and Similar Actions**

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
9. **Confidential Information**

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, personal information, customer lists and intellectual property. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information

was used to gain access to your computer system or to the computer system of your financial institution, in order to cause the fraudulent transfer.

10. Data Breach Costs

Expenses related to your obligations to comply with federal and state privacy laws and Payment Card Industry Data Security Standards (if applicable) arising from a data security breach, including, but not limited to, expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in your care, custody or control, forensic audit expenses and fines and penalties.

Applicable to Specific Insuring Agreements

We will not pay for loss as specified below:

1. Under Insuring Agreement 1

Employee Canceled Under Prior Insurance

Loss caused by any **employee** of yours, or predecessor in interest of yours, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

2. Under Insuring Agreements 1 and 5

Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- a. An inventory computation; or
- b. A profit and loss computation.

3. Under Insuring Agreements 3 and 4

a. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Money Operated Devices

Loss of property contained in any **money** operated device unless the amount of **money** deposited in it is recorded by a continuous recording instrument in the device.

c. Transfer or Surrender of Property

- (1) Loss of property after it has been transferred or surrendered to a person or place outside **the premises** or **banking premises**:
 - (i) On the basis of unauthorized instructions; or
 - (ii) As a result of a threat to do:
 - (a) Bodily harm to any person; or
 - (b) Damage to any property.
- (2) But, this exclusion does not apply under Insuring Agreement 4. to loss of **money**, **securities** and **other property** while outside the **premises** or **banking premises** in the care and custody of a **messenger** if you:
 - (i) Had no knowledge of any threat at the time the conveyance began; or
 - (ii) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

d. Vandalism

Loss from damage to any safe, vault or **other property**, or to the **premises** or its exterior, by vandalism or malicious mischief.

4. Under Insuring Agreement 4

Motor Vehicles or Equipment and Accessories

Loss of motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

5. Under Insuring Agreements 3 and 4

a. **Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. **Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to part voluntarily with title to or possession of any property.

6. Under Insuring Agreement 5

a. **Failure to Follow Security Procedures**

(1) Loss resulting from your failure to follow **security procedures** agreed to in writing with your customer or your financial institution;

(2) Loss that would have been avoided if you had accepted and followed commercially reasonable **security procedures** that your financial institution made available for your account or accounts involved in the loss; or

(3) Loss resulting from your failure to comply with **security procedures** that you represented to us you would follow.

b. **Debit and Credit Cards**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, or other cards.

E. CONDITIONS

Applicable to All Insuring Agreements

1. Cancellation

a. The first named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this Policy by mailing or delivering to the first named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

e. If this Policy is canceled, we will send the first named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized on behalf of all insureds to agree with us on changes in the terms of this Policy. If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Policy.

3. Concealment, Misrepresentation or Fraud

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if any insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This insurance;
- b. The covered property;
- c. Your interest in the covered property; or
- d. A claim under this insurance.

4. Consolidation and Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity any additional persons become **employees** or you acquire the use and control of any additional **premises**:

- a. You must give us written notice and obtain our written consent to extend this Policy to such additional **employees** or **premises**. We may condition our consent upon payment of an additional premium; but
- b. For the first 60 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for **employees** or **premises** also applies to these additional **employees** or **premises** for acts committed or events occurring within said 60 day period.

5. Deductible

- a. We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We then will pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount will be applied.
- b. For losses covered under Insuring Agreement 1, you must:
 - (1) Give us notice as soon as possible even though the loss falls entirely within the Deductible Amount; and
 - (2) Upon our request, give us a statement describing the loss.
- c. The deductible does not apply to loss sustained by any **employee benefit plan(s)**.

6. Discovery of Loss

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been or will be incurred, even though the exact amount or details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this insurance.

7. Duties in the Event of Loss

After you discover a loss or a situation that may result in a loss you must:

- a. Notify us as soon as possible;
- b. Submit to examination under oath at our request and give us a signed statement of your answers;
- c. Give us a detailed, sworn proof of loss within 120 days; and
- d. Cooperate with us in the investigation and settlement of any claim.

8. Employee Benefit Plan(s)

- a. If any **employee benefit plan(s)** is insured jointly with any other entity under this insurance, you or the plan administrator must select a Limit of Insurance for Insuring Agreement 1, that is sufficient to provide a limit of insurance for each plan that is at least equal to that required if each plan were separately insured.

- b. If the first named Insured is an entity other than a plan, any payment we make to that Insured for loss sustained by any plan will be held by that Insured for the use and benefit of the plan(s) sustaining the loss.
- c. If two or more plans are insured under this insurance, any payment we make for loss:
 - (1) Sustained by two or more plans; or
 - (2) Of commingled **funds** or **other property** of two or more plans;that arises out of one **occurrence**, is to be shared by each plan sustaining loss in the proportion that the limit of insurance required for each such plan bears to the total of those limits.

9. Extended Period to Discover Loss

- a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you
 - (1) Within 60 days following the date of termination or cancellation; and
 - (2) As respects any **employee benefit plan(s)**, within one year following the date of termination or cancellation.
- b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this Policy whether or not such insurance provides coverage for loss sustained prior to its effective date.

10. Joint Insured

- a. The first named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.
- b. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes related to this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- c. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- d. An **employee** of any Insured is considered to be an **employee** of every Insured.
- e. If this Policy or any of its coverage is canceled or terminated as to any Insured, Condition E.9. Extended Period to Discover Loss applies separately to that Insured.
- f. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

11. Legal Action Against Us

You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this Policy; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

12. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this insurance.

13. Limit of Insurance

The most we will pay for loss in any one **occurrence** is the applicable Limit of Insurance shown in the Declarations.

14. Loss Covered Under More Than One Coverage

If two or more coverages of this Policy apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The highest single Limit of Insurance applicable to those coverages.

15. Non-Cumulation of Limit of Insurance

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or Policy Period to Policy Period.

16. Other Insurance

- a. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
- b. Under Insuring Agreement 4, we will pay only for the amount of loss that you cannot recover:
 - (1) Under your contract with the armored motor vehicle company; and
 - (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

17. Ownership of Property, Interests Covered

The property covered under this Policy is limited to property:

- a. That you own or hold; or
- b. That is owned and held by someone else under circumstances that made you responsible for the property prior to, and independent of, the loss.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or organization.

18. Records

You must keep records of all covered property so we can verify the amount of any loss.

19. Recoveries

- a. Recoveries, whether affected by you or us, shall be applied, net of the expense of such recovery, in the following manner and order:
 - (1) To the satisfaction of your loss which would otherwise have been paid under this Policy but for the fact that it is in excess of the Limit of Insurance and the Deductible Amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any;
 - (4) Then to you for any loss not covered by this Policy.
- b. Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for our benefit.
- c. If original securities are recovered after duplicates of such securities have been issued, the original securities shall be surrendered to us.

20. Territory

This Policy covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico or Canada. In addition, under Insuring Agreement 1., we will pay for loss caused by any **employee** while temporarily outside of said territories for a period of not more than 90 days.

21. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone

having proper temporary custody of your property will have your rights and duties but only with respect to that property.

22. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You also must do everything necessary to secure those rights and do nothing after loss to impair our actual or potential rights of recovery.

23. Valuation — Settlement

- a. Subject to the applicable Limit of Insurance provision we will pay for:
 - (1) Loss of **money** but only up to and including its face value. We may, at our option, pay for loss of **money** issued by any country other than the United States of America:
 - (i) At face value in the **money** issued by that country; or
 - (ii) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
 - (2) Loss of **securities** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (i) Pay the value of such **securities**, or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those **securities**; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the **securities** at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.
 - (3) Loss of, or loss from damage to, **other property** or loss from damage to the **premises** or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
 - (4) We will not pay on a replacement cost basis for any loss or damage:
 - (i) Until the lost or damaged property actually is repaired or replaced; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- b. We may, at our option, pay for loss of, or loss from damage to, property other than **money**:
 - (1) In the **money** of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the **money** of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

Applicable to Specific Insuring Agreements

1. Insuring Agreement 1

Cancellation as to Any Employee

Coverage under this Policy is canceled as to any **employee**:

- a. Immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors not in collusion with the employee; or
 - (3) As to **Employee benefit plan(s)**, any trustee, fiduciary or plan administrator not in collusion with the **employee**;
of any dishonest act committed by that **employee** whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Policy, there is no coverage under Insuring Agreement 1. for loss or losses resulting from acts committed by that **employee** after the date of such discovery.
- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

2. Insuring Agreement 2

a. Deductible

The deductible does not apply to legal expenses paid under Insuring Agreement 2.

b. Facsimile Signatures

We will treat a reproduction of a handwritten signature the same as a handwritten signature. An electronic or digital signature is not treated as a reproduction of a handwritten signature.

c. Proof of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and an explanation of the absence of the instrument.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 2.

3. Insuring Agreements 3 and 4

a. Special Limit of Insurance for Specified Property

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Duties in the Event of Loss

If you have reason to believe that any loss of, or loss from damage to, **money, securities or other property** involves a violation of law, you must notify the police.

4. Insuring Agreement 5

a. Special Limit of Insurance for Specified Property

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from damage to, manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. **Duties in the Event of Loss**

If you have reason to believe that any loss of, or loss from damage to, **money**, **securities** or **other property** involves a violation of law, you must notify the police.

c. **Territory**

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 5.

5. Insuring Agreement 6

a. **Duties in the Event of Loss**

You must notify the police if you have reason to believe you have accepted a **counterfeit** money order or **counterfeit** paper currency.

IN WITNESS WHEREOF, we have caused this Policy to be executed on the Declarations page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE THE POLICY FROM DISCOVERY TO LOSS SUSTAINED

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. The Consideration Clause, Part A. of the Policy is deleted and replaced by:

In return for payment of the premium, and subject to the Declarations, Insuring Agreements, Definitions, Exclusions, Conditions and other terms of this Policy, we will pay for loss covered by an Insuring Agreement of this Policy that you sustain resulting directly from acts committed or events occurring during the Policy Period shown in the declarations and discovered by you no later than 60 days from the end of said Policy Period.

Capitol Indemnity Corporation

<Service Office Location>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICATION IS PART OF THE POLICY ENDORSEMENT

This Endorsement modifies Crime Protection Policy No. CPP1902463

The following is added to Section **D. Exclusions**.

9. Underwriting Information

Loss resulting from the direct or indirect failure to adhere to or enforce the internal controls stated on the original, subsequent supplemental and renewal applications, or other documents and memoranda furnished to us for the purpose of accepting, rating and issuing this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES**

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. Employee also includes your following non-compensated officers:

President
Vice President
Secretary
Treasurer
Director at Large

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE DESIGNATED AGENTS AS EMPLOYEES
COVERED FOR EMPLOYEE DISHONESTY ONLY**

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. For purposes of Insuring Agreement 1. only, **Employee** also includes each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity enumerated below while acting on your behalf or while in possession of property which you own or for which you are legally liable.

Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one **employee** for the purposes of this insurance. However, Condition 1. **Cancellation** of the Conditions Applicable to Insuring Agreement 1. applies individually to each of them.

2. The most we will pay under this policy for loss caused by an agent included as an **employee** by this Endorsement is the Limit of Insurance shown below. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to Insuring Agreement 1.
3. The capacity of the agent and corresponding Limit of Insurance for this Endorsement are:

Capacity of Agent

Limit of Insurance

Balanced Bookkeeping & Community Association \$ 300,000
Management, Inc.

\$

\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES - CANCELLATION AND NONRENEWAL

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. Paragraph b. of Condition 1. **Cancellation** of the Conditions Applicable to All Insuring Agreements is replaced by the following:
 - b. (1) If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
 - (2) If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first named Insured written notice of cancellation including the actual reason.
 - (a) At least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (b) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may cancel this policy based on one or more of the following reasons:

- (a) Nonpayment of premium;
 - (b) A false statement knowingly made by the insured on the application for insurance; or
 - (c) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first named Insured has notified us of the change and we accept such change.
2. The following condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- a. Nonpayment of premium;
- b. A false statement knowingly made by the insured on the application for insurance; or
- c. A substantial change in the exposure or risk other than indicated in the application and underwritten as of the effective date of the policy unless the first named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OCCURRENCE ENDORSEMENT

This Endorsement modifies Crime Protection Policy No. CPP1902463.

1. Paragraph **10. Occurrence** of the **Definition** of this Policy is deleted and replaced by the following:

10. Occurrence means:

- a. As respects Insuring Agreement 1., all loss or losses caused by or involving any **employee**, acting alone or in collusion with other persons, or any group of **employees** acting together, even if in collusion with other persons, whether the result of a single act or multiple acts and whether or not sustained only during the period of the Policy. All acts by one **employee**, acting alone or in collusion with other persons, or by any group of **employees** acting together, and whenever performed, can give rise to only one **occurrence**.
- b. As respects Insuring Agreement 2., all loss or losses caused, or contributed to, by any one person, acting alone or in collusion with others, or in which any such person is implicated, whether the loss or losses involves one or more instruments.
- c. As respects all other Insuring Agreements, all loss or losses caused by (1) a single act, or series of related acts, (2) any act or acts involving one person, or a group of persons acting together, or (3) an act or event, or a series of related acts or events, not involving any identifiable person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND CONFIDENTIAL INFORMATION AND DATA BREACH COSTS
EXCLUSIONS**

This endorsement modifies Crime Protection Policy No. CPP1902463.

1. The **Confidential Information** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

Confidential Information

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, intellectual property, personal customer information, customer lists, and a customer's personally identifiable financial or medical information, whether such confidential information is owned by you or held by you in any capacity including concurrently with another person. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information was used to gain access to your computer system, or to the computer system of your financial institution, in order to cause the fraudulent transfer.

2. The **Data Breach Costs** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

Data Breach Costs

Expenses related to your obligations arising from a data security breach, including, but not limited to, forensic audit expenses, fines, penalties, expenses to comply with federal and state laws and Payment Card Industry Data Security Standards (if applicable) and expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in the insured's care, custody or control.

<Company Name>
<Service Office Location>

**APPLICATION FOR A CRIME PROTECTION POLICY
FOR MERCANTILE ENTITIES**

Named Insured: ARBORS of MOUNTAIN SHADOWS CONDOMINIUM
(Please list all insured's, including Employee Benefit Plans)
 Principal Address: 2192 DENTON GROVE OWNERS ASSOCIATION, INC.
 City, State, Zip: COLORADO SPRINGS, CO 80919
 Policy Coverage offered: Crime Protection Policy for Mercantile Entities, Loss Sustained Form
 Primary, excess, contributing with: _____

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES

INSURING AGREEMENT	Limit of Insurance	Deductible Amount
1. Employee Dishonesty	\$ 300,000	\$ 2500
2. Forgery or Alteration	\$ 300,000	\$ 2500
3. Inside the Premises	\$	\$
4. Outside the Premises	\$	\$
5. Computer Fraud	\$	\$
6. Money Orders and Counterfeit Paper Currency	\$	\$
Insuring Agreements added by Endorsement:		
7. Loss of Clients' Property (SE 00 48, FEN 004)	\$	\$
8. Funds Transfer Fraud (SE 00 41)	\$	\$

To become effective or to be continued as of 12:01 a.m. on 3/14/17 to 12:01 a.m. on 3/14/18
 Premium is payable: Annually
if possible 11/1/17 to match other policies

1. DESCRIPTION OF YOUR ORGANIZATION

(a) Type of business (check appropriate box):
 Proprietorship Partnership Corporation Other If other, explain _____
 (b) Date your business was established: 7/15/2002
 (c) Classify your predominant activity: (Check box below)
 Manufacturer Processor Wholesaler Distributor Retailer Servicer Other
 (d) Describe the products or services of your predominant business or activity: Condo Assn.
 (e) Has there been any change in ownership or management within the past three years? Yes No
 If "Yes", explain Board Members serve for 2 years then stand for re-election. President, Vice President, and Treasurer have all changed.

2. RATING DATA FOR INSURING AGREEMENTS

Insuring Agreements 1, 2 and 5
 Classification of Employees: # of Officers 5 # of Employees 0

Insuring Agreement 7
 List the number of employees who handle, have custody of, maintain records of or have access to money, securities or other property owned by your clients. 0*

Insuring Agreements 3 and 4

(a) Indicate the number of locations 1
 (b) Indicate the number of outside messengers 0
 (c) Do guards accompany each messenger? N/A Yes No
 (d) Are your premises secured by watchpersons? Yes No
 (e) Are your premises secured by an alarm system? N/A Yes No
 Please provide details:
 (f) Is a safe used at all locations? records are kept in file cabinet in locked storage room Yes No
 Please provide details:
 (g) What other measures have been taken to provide physical protection (private conveyance, messenger bags, safe alarms, Armored Car, etc.)? NONE N/A

3. AUDIT PROCEDURES

- (a) Is there an audit by a CPA, public accountant, independent of your organization? Yes No
 If "Yes", how often (check the appropriate box): Quarterly Semi-Annually Annually
- (b) Name and address of person performing audit: Wright & Gardwin 1365 GARDEN of the Groves Rd
- (c) Are all locations audited? Colorado Springs, CO 80907 Yes No
- (d) Is the audit in compliance with generally accepted auditing standards and so certified? Yes No
 If "No", indicate the scope of services (check the appropriate box): Review Compilation
 Other, Explain Full Audit every 5 yrs as per state regs. Annual Account Reviews
- (e) Is the report rendered directly to the Owner, Partners or Directors? Yes No
- (f) Date of completion of last audit of: Cash and Accounts Spring 3/2016 Inventory N/A
 Yes No
- (g) Were any discrepancies or loose practices commented upon in the audit? Yes No
 If "Yes", submit a copy of the auditor's comments.
- (h) Is there an internal audit by an Internal Audit Department under the control of an employee who is a Certified Public Accountant or equivalent? Yes No
 If "Yes", are the reports rendered directly to the Owner, Partners or Directors? Yes No N/A

* If coverage desired is at \$250,000 please submit a copy of the annual financial report

4. INTERNAL CONTROLS

- (a) Are bank accounts reconciled monthly? Yes No
- (b) Are bank accounts reconciled by someone not authorized to deposit or withdraw? Yes No
 If "No", explain Pres, VP, & Treasurer (sometimes entire board) reviews
- (c) Is countersignature of all checks required? but those 3 can only counter Yes No
 Above what amount? \$ N/A
- (d) Do you have (use) funds transfer transactions (i.e. Wire Transfers, ACH, EFT, etc.)? Yes No
 If "Yes", How often are funds transfer transactions reconciled?
 Are they reconciled by someone not authorized to approve, initiate or handle them? Yes No N/A
- (e) Does supporting documentation accompany all checks to be signed? Yes No
 If "No", explain get kids old items when there is time.
- (f) Do you maintain a list of approved vendors? I HAVE A LIST OF VENDORS FOR QUICK RESPONSE LIKE WATER LEAK. Yes No
- (g) Are securities subject to the joint control of two or more employees? Yes No N/A
- (h) Are your employees required to take at least 1 or 2 consecutive weeks of vacation? Yes No N/A
- (i) Explain screening procedures for new employees: No employees N/A

5. PRIOR INSURANCE

- (a) Has any similar insurance been declined or canceled during the past three years? Yes No
 If "Yes", explain Capital Bld # CPP1902345 WENT OUT OF FORCE DUE TO SOME
- (b) Prior insurance to be superseded Check here if none CONFUSION

Policy Number	Discovery or Loss Sustained	Effective Date	Expiration Date	Limit of Insurance	Name of Insurance Company

6. PRIOR LOSSES

- (a) List below all losses sustained during the past three years that were caused by a loss that would have been covered by an Insuring Agreement you are now applying for. Please list all losses, whether reimbursed or not.

Check here if none

Date of Loss	Type of loss	Amount Recovered From Insurance	Amount Recovered from Other than Insurance	Amount of Loss Pending	Location of Loss

* If more than 2 losses, please attach a separate sheet with full details as outlined above.

7. GENERAL INFORMATION

Business Hours	Average # of Employees on Duty	Frequency of Deposits	Night Depository Used?	Annual Gross Sales or Receipts for Last fiscal year.	Other Information
<u>N/A</u>	<u>N/A</u>				

8. COVERAGE AMENDMENTS

(a) Insuring Agreement 1

If insurance is desired on any of your appointed **Agents**, whether they be persons, partnerships or corporations performing any act or service in connection with the ordinary conduct of your business, complete the following:

<u>Names, Addresses of each Agent:</u>	<u>Type of Service provided:</u>	<u>Limit of Insurance</u>
<u>Balanced Bookkeeping & Community Association Management, Inc</u> <u>Colorado Springs, CO</u>		\$ <u>300,000</u>

(b) Insuring Agreement 2

If insurance is desired, complete the following:

(1) Credit, Debit or Charge Card Instruments:

Covered Instruments (check the appropriate box):
include or are limited to Credit, debit or charge cards
Issued to you or any employee for business purposes

No. of Cardholders: _____ Limit of Insurance: _____

(2) Personal Accounts of your officers or partners:

Name(s)

_____	\$ _____
_____	\$ _____
_____	\$ _____

(c) Insuring Agreements 3 and 4

Increased or Reduced Limits

(a) If an increased limit is desired for a specified period, indicate:

Insuring Agreement 3 (*Inside the Premises*)

Limit of Insurance Specified Period

\$ _____

Insuring Agreement 4 (*Outside the Premises*)

\$ _____

(b) If a decreased limit is desired while the business is closed and a custodian is not on duty, indicate Overnight Limit

\$ _____

(c) If a reduced limit is desired for designated premises, messengers or armored motor vehicle companies, complete the following:

Address of Premises	Names of Messengers	Names of Armored Motor Vehicle Companies	Limit of Insurance

READ CAREFULLY AND SIGN

The employees of the Insured have all, to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information, which in the judgment of the Insured indicates that any of the said employees are dishonest. Such knowledge as any officer signing for the Insured may now have in respect to his own personal acts or conduct, unknown to the Insured, is not imputable to the Insured.

FRAUD STATEMENT

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT THAT PERSON TO CRIMINAL AND/OR CIVIL PENALTIES. PENALTIES MAY INCLUDE CONFINEMENT IN PRISON, FINES AND DENIAL OF INSURANCE BENEFITS.

Signed at: Colorado Springs, CO Insured [Signature]
 This 3RD Day of February, 20 17. By: [Signature] 2/3/17
 (Signature) Officer or Director (Title)

SUBMITTING AGENCY'S INFORMATION

Contact Name: Bob Monroe Insurance Agency Phone number: (719) 282-6767
 Mailing Address: 3472 Research Pkwy Ste 103 Colorado Springs, CO 80920

CAPSPECIALTY

P.O. Box 5900 - Madison, WI 53705-0900

Phone 800-475-4450 Fax 608-829-7413

BOND EXECUTION REPORT

BOND NUMBER:	CPP1902463
CAPITOL INDEMNITY CORPORATION	
PREPARED:	04/19/2017

PRODUCER: 37181	BRANCH: 15
AMERICAN FAMILY BROKERAGE INC	
6000 AMERICAN PARKWAY	
Madison WI 53783-0001	

BOND AMOUNT:	\$300,000.00
--------------	--------------

PRINCIPAL:
Arbors at Mountain Shadows Condominium Owners Association, Inc.
2192 Denton Grove
Colorado Springs, CO 80919

ACTIVITY: New Business
Transaction Effective: 04/19/2017
TERM: From 04/19/2017 To 04/19/2018
Accounting Date: 201704

OBLIGEE: 6103
NOT APPLICABLE
.
99999

CHARGES	
STD. PREMIUM:	\$920.00
SURCHARGE:	
FEES:	
PRODUCER COMM.:	\$184.00

TYPE OF BOND: 19 - CO - 6001 - 11 - 50 - S
FID/COM CRIME/CONDOMINIUM OWNERS' ASSOC.

PAYMENT	
NET AMOUNT DUE:	\$736.00

TL

PRODUCER COPY

CRIME PROTECTION POLICY

Edition of April 1, 2012

Capitol Indemnity Corporation
(Herein called Company)

Policy No.
CPP1902463

DECLARATIONS

Item 1. Name of Insured (herein called Insured):

Principal Address:
2192 Denton Grove
Colorado Springs, CO 80919

Item 2. Policy Period: from 12:01 a.m. on 04/19/2017 to 12:01 a.m. on Until canceled as herein provided
(MONTH, DAY, YEAR) (MONTH, DAY, YEAR)

Item 3. INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES

<u>Insuring Agreement</u>	<u>Limit of Insurance Per Occurrence</u>	<u>Deductible Amount Per Occurrence</u>
1. Employee Dishonesty	\$300,000	\$5,000
2. Forgery or Alteration	\$300,000	\$5,000
3. Inside the Premises	\$Not Covered	\$
4. Outside the Premises	\$Not Covered	\$
5. Computer Fraud	\$Not Covered	\$
6. Money Orders and Counterfeit Paper Currency	\$Not Covered	\$

If added by Endorsement, Insuring Agreement(s):

\$ \$
\$ \$
\$ \$

If "Not Covered" is inserted above opposite any specified Insuring Agreement, or if no amount is inserted, such Insuring Agreement and any other reference thereto in this Policy shall be deemed to be deleted.

Item 4. ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED

FEN 005-CPP (05-14), FEN 010-CPP (08-06), SE 00 11 03 00, SE 00 63 03 00, SE 00 86 03 00,
SE 01 45 02 06, SE 01 61 07 13

Item 5. CANCELLATION OF PRIOR INSURANCE

By acceptance of this Policy you give us notice cancelling prior policy Nos.

N/A _____

Authorized Representative: _____

Signature: _____

Date: _____

CRIME PROTECTION POLICY
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**CRIME PROTECTION
POLICY**

Throughout this Policy the words "you" and "your" refer to the Insured(s) shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Read the entire Policy carefully to determine rights, duties and what is or is not covered. Words and phrases defined in the Policy are in **bold** type.

**A. CONSIDERATION
CLAUSE**

In return for the payment of the premium, and subject to the Declarations, Insuring Agreements, Definitions, Exclusions, Conditions and other terms of this Policy, we will pay for loss covered by an Insuring Agreement of this Policy that you sustain resulting directly from acts committed or events occurring at any time and discovered by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss, Condition E. 9.

**B. INSURING
AGREEMENTS**

1. Employee Dishonesty

We will pay for loss resulting directly from dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- a. Cause you to sustain loss; and
- b. Obtain an improper financial benefit for:
 - (1) The **employee**; or
 - (2) Any person or organization intended by the **employee** to receive that benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

2. Forgery or Alteration

- a. We will pay for loss resulting directly from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders, or directions to pay a sum certain in **money** that are:
 - (1) Made or drawn by or drawn upon you;
 - (2) Made or drawn by one acting as your agent, or that purport to have been so made or drawn.
- b. If you are sued for refusing to pay any instrument covered in paragraph 2 a. on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside the Premises

- a. We will pay for loss of **cash** and **securities** inside the **premises** or **banking premises** resulting directly from **theft**, disappearance or destruction. Provided, however, in the case of **theft**, the **theft** was committed by a person physically present in the **premises** or **banking premises** at the time of loss of such **cash** or **securities**.
- b. We will pay for loss of, and loss from damage to, **other property**:
 - (1) Inside the **premises** resulting directly from an actual or attempted **robbery** of a **custodian**; or
 - (2) Inside the **premises** in a safe or vault, resulting directly from an actual or attempted **safe burglary**.
- c. We will pay:
 - (1) For loss from damage to the **premises** or its exterior; or
 - (2) For loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the **premises**;resulting directly from an actual or attempted **theft**, **robbery** or **safe burglary**, if you are the owner of the **premises** or are liable for damage to it.

4. Outside the Premises

We will pay for loss of, and loss from damage to, **cash, securities** and **other property** outside the **premises** while in the care and custody of a **messenger** or armored motor vehicle company:

- a. For **cash** and **securities** resulting from **theft**, disappearance or destruction; and
- b. For **other property** resulting from actual or attempted **robbery**.

5. Computer Fraud

We will pay for loss resulting directly from the use of any computer to impersonate you, or your authorized officer or **employee**, to gain direct access to your computer system, or to the computer system of your financial institution, and thereby fraudulently cause the transfer of **money, securities** or **other property** from your **premises** or **banking premises** to a person, entity, place or account outside of your control.

6. Money Orders and Counterfeit Paper Currency

We will pay for loss resulting directly from your having accepted in good faith and in the regular course of business, in exchange for merchandise, **money** or services:

- a. Money orders issued by any post office, express company or bank in the United States or Canada that are not paid upon presentation; or
- b. **Counterfeit** United States or Canadian paper currency.

C. DEFINITIONS

- 1. **Banking premises** means the interior of that portion of any building occupied by a financial institution with which you have an account or which has custody of your **money** or **securities**.
- 2. **Cash** means United States or Canadian bills and coins in current use and having a face value that are accepted by the United States or by the government of Canada as legal tender for the payment of debts.
- 3. **Counterfeit** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- 4. **Custodian** means you, any of your partners or any **employee** while having care and custody of property inside the **premises**, excluding any person while acting as a **watchperson** or janitor.
- 5. **Employee** means:
 - a. Any natural person:
 - (1) While in your service or for 30 days after termination of service; and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you.
 - b. Any natural person who is furnished temporarily to you to:
 - (1) Substitute for a permanent **employee** as defined in (a) above who is on leave; or
 - (2) Meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the **premises**.
 - c. Any natural person who is:
 - (1) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any **employee benefit plan(s)** insured under this insurance; and
 - (2) Your director or trustee while that person is handling **funds** or **other property** of any **employee benefit plan(s)** insured under this insurance.
 - d. **Employee** does not mean any:
 - (1) Agent, broker, person leased to you by a labor leasing firm (except when furnished on a temporary basis under the circumstances set forth in Definition 5.b.), factor,

commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Director or trustee except while performing acts within the scope of the usual duties of an employee.

6. **Employee benefit plan(s)** means any welfare or pension benefit plan listed in the Declarations that is subject to the Employee Retirement Income Security Act of 1974 (ERISA).
7. **Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
8. **Messenger** means you, any of your partners or **employees** while having care and custody of property outside the **premises**.
9. **Money** means:
 - a. **Cash**;
 - b. Demand and savings deposits at financial institutions; and
 - c. Travelers checks, register checks and money orders held for sale to the public.
10. **Occurrence** means:
 - a. As respects Insuring Agreement 1., all loss or losses caused by, or involving, any one **employee**, acting alone or in collusion with others.
 - b. As respects Insuring Agreement 2., all loss or losses caused by any person or in which that person is involved, whether the loss involves one or more instruments.
 - c. As respects all other Insuring Agreements, all loss or losses caused by:
 - (1) Any number of acts, involving one person whether acting alone or in collusion with others;
 - (2) Any number of acts involving a group of persons acting together; or
 - (3) An act or event, or any number of related acts or events, not involving any identifiable person.
11. **Other property** means any tangible property other than **money** and **securities** that has intrinsic value but does not include any property excluded under this insurance.
12. **Payment order** means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a another person.
13. **Premises** means the interior of that portion of any building you occupy in conducting your business.
14. **Robbery** means the taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. In the presence of that person, caused or threaten to cause bodily harm to someone else.
15. **Safe burglary** means the taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault on the **premises** by a person without your permission.
16. **Securities** mean negotiable and nonnegotiable instruments or contracts representing either **money** or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include **money**.

17. **Security procedure** means a procedure established by agreement of the Insured and its customer or financial institution for the purpose of (i) verifying that a **payment order** is that of the Insured, or (ii) detecting error in the transmission or the content of the **payment order** or communication. A **security procedure** may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices.
18. **Theft** means any act of stealing.
19. **Watchperson** means any person you retain specifically to have care and custody of property on the **premises** and who has no other duties.

D. EXCLUSIONS

Applicable to All Insuring Agreements, Except as Indicated

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners**

Loss resulting from any dishonest act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Acts of Employees, Directors, Trustees or Representatives**

We will not pay for loss resulting from any dishonest act committed by any of your **employees**, directors, trustees or authorized representatives:

 - a. Acting alone or in collusion with other persons; or
 - b. While performing services for you or otherwise;

except when covered under Insuring Agreement 1.
3. **Fire**

Loss from damage to the **premises** resulting from fire, however caused.
4. **Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.
5. **Indirect Loss**

Loss that is an indirect result of any act or **occurrence** covered by this Policy including, but not limited to, loss resulting from:

 - a. Your inability to realize income that you would have realized had there been no loss;
 - b. Payment of damages of any type for which you are legally liable unless you establish that the act or acts that gave rise to the damages involved conduct which caused a covered loss of **money, securities or other property** which was in your custody and control and for which you were responsible prior to the loss; or
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
6. **Legal Expenses**

Expenses related to any legal action, except when covered under Insuring Agreement 2.
7. **Nuclear, Chemical or Biological**

Loss resulting from nuclear reaction, nuclear radiation or radioactive, chemical or biological contamination, or any related act or incident.
8. **War and Similar Actions**

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
9. **Confidential Information**

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, personal information, customer lists and intellectual property. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information

was used to gain access to your computer system or to the computer system of your financial institution, in order to cause the fraudulent transfer.

10. Data Breach Costs

Expenses related to your obligations to comply with federal and state privacy laws and Payment Card Industry Data Security Standards (if applicable) arising from a data security breach, including, but not limited to, expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in your care, custody or control, forensic audit expenses and fines and penalties.

Applicable to Specific Insuring Agreements

We will not pay for loss as specified below:

1. Under Insuring Agreement 1

Employee Canceled Under Prior Insurance

Loss caused by any **employee** of yours, or predecessor in interest of yours, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

2. Under Insuring Agreements 1 and 5

Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- a. An inventory computation; or
- b. A profit and loss computation.

3. Under Insuring Agreements 3 and 4

a. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Money Operated Devices

Loss of property contained in any **money** operated device unless the amount of **money** deposited in it is recorded by a continuous recording instrument in the device.

c. Transfer or Surrender of Property

- (1) Loss of property after it has been transferred or surrendered to a person or place outside **the premises** or **banking premises**:
 - (i) On the basis of unauthorized instructions; or
 - (ii) As a result of a threat to do:
 - (a) Bodily harm to any person; or
 - (b) Damage to any property.
- (2) But, this exclusion does not apply under Insuring Agreement 4. to loss of **money**, **securities** and **other property** while outside the **premises** or **banking premises** in the care and custody of a **messenger** if you:
 - (i) Had no knowledge of any threat at the time the conveyance began; or
 - (ii) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

d. Vandalism

Loss from damage to any safe, vault or **other property**, or to the **premises** or its exterior, by vandalism or malicious mischief.

4. Under Insuring Agreement 4

Motor Vehicles or Equipment and Accessories

Loss of motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

5. Under Insuring Agreements 3 and 4

a. **Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. **Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to part voluntarily with title to or possession of any property.

6. Under Insuring Agreement 5

a. **Failure to Follow Security Procedures**

(1) Loss resulting from your failure to follow **security procedures** agreed to in writing with your customer or your financial institution;

(2) Loss that would have been avoided if you had accepted and followed commercially reasonable **security procedures** that your financial institution made available for your account or accounts involved in the loss; or

(3) Loss resulting from your failure to comply with **security procedures** that you represented to us you would follow.

b. **Debit and Credit Cards**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, or other cards.

E. CONDITIONS

Applicable to All Insuring Agreements

1. Cancellation

a. The first named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this Policy by mailing or delivering to the first named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

e. If this Policy is canceled, we will send the first named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized on behalf of all insureds to agree with us on changes in the terms of this Policy. If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Policy.

3. Concealment, Misrepresentation or Fraud

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if any insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This insurance;
- b. The covered property;
- c. Your interest in the covered property; or
- d. A claim under this insurance.

4. Consolidation and Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity any additional persons become **employees** or you acquire the use and control of any additional **premises**:

- a. You must give us written notice and obtain our written consent to extend this Policy to such additional **employees** or **premises**. We may condition our consent upon payment of an additional premium; but
- b. For the first 60 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for **employees** or **premises** also applies to these additional **employees** or **premises** for acts committed or events occurring within said 60 day period.

5. Deductible

- a. We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We then will pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount will be applied.
- b. For losses covered under Insuring Agreement 1, you must:
 - (1) Give us notice as soon as possible even though the loss falls entirely within the Deductible Amount; and
 - (2) Upon our request, give us a statement describing the loss.
- c. The deductible does not apply to loss sustained by any **employee benefit plan(s)**.

6. Discovery of Loss

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been or will be incurred, even though the exact amount or details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this insurance.

7. Duties in the Event of Loss

After you discover a loss or a situation that may result in a loss you must:

- a. Notify us as soon as possible;
- b. Submit to examination under oath at our request and give us a signed statement of your answers;
- c. Give us a detailed, sworn proof of loss within 120 days; and
- d. Cooperate with us in the investigation and settlement of any claim.

8. Employee Benefit Plan(s)

- a. If any **employee benefit plan(s)** is insured jointly with any other entity under this insurance, you or the plan administrator must select a Limit of Insurance for Insuring Agreement 1, that is sufficient to provide a limit of insurance for each plan that is at least equal to that required if each plan were separately insured.

- b. If the first named Insured is an entity other than a plan, any payment we make to that Insured for loss sustained by any plan will be held by that Insured for the use and benefit of the plan(s) sustaining the loss.
- c. If two or more plans are insured under this insurance, any payment we make for loss:
 - (1) Sustained by two or more plans; or
 - (2) Of commingled **funds** or **other property** of two or more plans;that arises out of one **occurrence**, is to be shared by each plan sustaining loss in the proportion that the limit of insurance required for each such plan bears to the total of those limits.

9. Extended Period to Discover Loss

- a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you
 - (1) Within 60 days following the date of termination or cancellation; and
 - (2) As respects any **employee benefit plan(s)**, within one year following the date of termination or cancellation.
- b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this Policy whether or not such insurance provides coverage for loss sustained prior to its effective date.

10. Joint Insured

- a. The first named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.
- b. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes related to this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- c. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- d. An **employee** of any Insured is considered to be an **employee** of every Insured.
- e. If this Policy or any of its coverage is canceled or terminated as to any Insured, Condition E.9. Extended Period to Discover Loss applies separately to that Insured.
- f. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

11. Legal Action Against Us

You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this Policy; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

12. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this insurance.

13. Limit of Insurance

The most we will pay for loss in any one **occurrence** is the applicable Limit of Insurance shown in the Declarations.

14. Loss Covered Under More Than One Coverage

If two or more coverages of this Policy apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The highest single Limit of Insurance applicable to those coverages.

15. Non-Cumulation of Limit of Insurance

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or Policy Period to Policy Period.

16. Other Insurance

- a. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
- b. Under Insuring Agreement 4, we will pay only for the amount of loss that you cannot recover:
 - (1) Under your contract with the armored motor vehicle company; and
 - (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

17. Ownership of Property, Interests Covered

The property covered under this Policy is limited to property:

- a. That you own or hold; or
- b. That is owned and held by someone else under circumstances that made you responsible for the property prior to, and independent of, the loss.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or organization.

18. Records

You must keep records of all covered property so we can verify the amount of any loss.

19. Recoveries

- a. Recoveries, whether affected by you or us, shall be applied, net of the expense of such recovery, in the following manner and order:
 - (1) To the satisfaction of your loss which would otherwise have been paid under this Policy but for the fact that it is in excess of the Limit of Insurance and the Deductible Amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any;
 - (4) Then to you for any loss not covered by this Policy.
- b. Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for our benefit.
- c. If original securities are recovered after duplicates of such securities have been issued, the original securities shall be surrendered to us.

20. Territory

This Policy covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico or Canada. In addition, under Insuring Agreement 1., we will pay for loss caused by any **employee** while temporarily outside of said territories for a period of not more than 90 days.

21. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone

having proper temporary custody of your property will have your rights and duties but only with respect to that property.

22. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You also must do everything necessary to secure those rights and do nothing after loss to impair our actual or potential rights of recovery.

23. Valuation — Settlement

- a. Subject to the applicable Limit of Insurance provision we will pay for:
- (1) Loss of **money** but only up to and including its face value. We may, at our option, pay for loss of **money** issued by any country other than the United States of America:
 - (i) At face value in the **money** issued by that country; or
 - (ii) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
 - (2) Loss of **securities** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (i) Pay the value of such **securities**, or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those **securities**; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the **securities** at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.
 - (3) Loss of, or loss from damage to, **other property** or loss from damage to the **premises** or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
 - (4) We will not pay on a replacement cost basis for any loss or damage:
 - (i) Until the lost or damaged property actually is repaired or replaced; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- b. We may, at our option, pay for loss of, or loss from damage to, property other than **money**:
- (1) In the **money** of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the **money** of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

Applicable to Specific Insuring Agreements

1. Insuring Agreement 1

Cancellation as to Any Employee

Coverage under this Policy is canceled as to any **employee**:

- a. Immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors not in collusion with the employee; or
 - (3) As to **Employee benefit plan(s)**, any trustee, fiduciary or plan administrator not in collusion with the **employee**;
of any dishonest act committed by that **employee** whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Policy, there is no coverage under Insuring Agreement 1. for loss or losses resulting from acts committed by that **employee** after the date of such discovery.
- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

2. Insuring Agreement 2

a. Deductible

The deductible does not apply to legal expenses paid under Insuring Agreement 2.

b. Facsimile Signatures

We will treat a reproduction of a handwritten signature the same as a handwritten signature. An electronic or digital signature is not treated as a reproduction of a handwritten signature.

c. Proof of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and an explanation of the absence of the instrument.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 2.

3. Insuring Agreements 3 and 4

a. Special Limit of Insurance for Specified Property

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Duties in the Event of Loss

If you have reason to believe that any loss of, or loss from damage to, **money, securities or other property** involves a violation of law, you must notify the police.

4. Insuring Agreement 5

a. Special Limit of Insurance for Specified Property

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from damage to, manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. **Duties in the Event of Loss**

If you have reason to believe that any loss of, or loss from damage to, **money**, **securities** or **other property** involves a violation of law, you must notify the police.

c. **Territory**

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 5.

5. Insuring Agreement 6

a. **Duties in the Event of Loss**

You must notify the police if you have reason to believe you have accepted a **counterfeit** money order or **counterfeit** paper currency.

IN WITNESS WHEREOF, we have caused this Policy to be executed on the Declarations page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE THE POLICY FROM DISCOVERY TO LOSS SUSTAINED

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. The Consideration Clause, Part A. of the Policy is deleted and replaced by:

In return for payment of the premium, and subject to the Declarations, Insuring Agreements, Definitions, Exclusions, Conditions and other terms of this Policy, we will pay for loss covered by an Insuring Agreement of this Policy that you sustain resulting directly from acts committed or events occurring during the Policy Period shown in the declarations and discovered by you no later than 60 days from the end of said Policy Period.

Capitol Indemnity Corporation

<Service Office Location>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICATION IS PART OF THE POLICY ENDORSEMENT

This Endorsement modifies Crime Protection Policy No. CPP1902463

The following is added to Section **D. Exclusions**.

9. Underwriting Information

Loss resulting from the direct or indirect failure to adhere to or enforce the internal controls stated on the original, subsequent supplemental and renewal applications, or other documents and memoranda furnished to us for the purpose of accepting, rating and issuing this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES**

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. Employee also includes your following non-compensated officers:

President
Vice President
Secretary
Treasurer
Director at Large

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE DESIGNATED AGENTS AS EMPLOYEES
COVERED FOR EMPLOYEE DISHONESTY ONLY**

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. For purposes of Insuring Agreement 1. only, **Employee** also includes each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity enumerated below while acting on your behalf or while in possession of property which you own or for which you are legally liable.

Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one **employee** for the purposes of this insurance. However, Condition 1. **Cancellation** of the Conditions Applicable to Insuring Agreement 1. applies individually to each of them.

2. The most we will pay under this policy for loss caused by an agent included as an **employee** by this Endorsement is the Limit of Insurance shown below. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to Insuring Agreement 1.
3. The capacity of the agent and corresponding Limit of Insurance for this Endorsement are:

Capacity of Agent

Limit of Insurance

Balanced Bookkeeping & Community Association \$ 300,000
Management, Inc.

\$

\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES - CANCELLATION AND NONRENEWAL

This Endorsement modifies Crime Protection Policy No. CPP1902463

1. Paragraph b. of Condition 1. **Cancellation** of the Conditions Applicable to All Insuring Agreements is replaced by the following:
 - b. (1) If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
 - (2) If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first named Insured written notice of cancellation including the actual reason.
 - (a) At least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (b) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may cancel this policy based on one or more of the following reasons:

- (a) Nonpayment of premium;
 - (b) A false statement knowingly made by the insured on the application for insurance; or
 - (c) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first named Insured has notified us of the change and we accept such change.
2. The following condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- a. Nonpayment of premium;
- b. A false statement knowingly made by the insured on the application for insurance; or
- c. A substantial change in the exposure or risk other than indicated in the application and underwritten as of the effective date of the policy unless the first named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OCCURRENCE ENDORSEMENT

This Endorsement modifies Crime Protection Policy No. CPP1902463.

1. Paragraph **10. Occurrence** of the **Definition** of this Policy is deleted and replaced by the following:

10. Occurrence means:

- a. As respects Insuring Agreement 1., all loss or losses caused by or involving any **employee**, acting alone or in collusion with other persons, or any group of **employees** acting together, even if in collusion with other persons, whether the result of a single act or multiple acts and whether or not sustained only during the period of the Policy. All acts by one **employee**, acting alone or in collusion with other persons, or by any group of **employees** acting together, and whenever performed, can give rise to only one **occurrence**.
- b. As respects Insuring Agreement 2., all loss or losses caused, or contributed to, by any one person, acting alone or in collusion with others, or in which any such person is implicated, whether the loss or losses involves one or more instruments.
- c. As respects all other Insuring Agreements, all loss or losses caused by (1) a single act, or series of related acts, (2) any act or acts involving one person, or a group of persons acting together, or (3) an act or event, or a series of related acts or events, not involving any identifiable person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND CONFIDENTIAL INFORMATION AND DATA BREACH COSTS
EXCLUSIONS**

This endorsement modifies Crime Protection Policy No. CPP1902463.

1. The **Confidential Information** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

Confidential Information

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, intellectual property, personal customer information, customer lists, and a customer's personally identifiable financial or medical information, whether such confidential information is owned by you or held by you in any capacity including concurrently with another person. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information was used to gain access to your computer system, or to the computer system of your financial institution, in order to cause the fraudulent transfer.

2. The **Data Breach Costs** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

Data Breach Costs

Expenses related to your obligations arising from a data security breach, including, but not limited to, forensic audit expenses, fines, penalties, expenses to comply with federal and state laws and Payment Card Industry Data Security Standards (if applicable) and expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in the insured's care, custody or control.

<Company Name>
<Service Office Location>

**APPLICATION FOR A CRIME PROTECTION POLICY
FOR MERCANTILE ENTITIES**

Named Insured: ARBORS of MOUNTAIN SHADOWS CONDOMINIO
(Please list all insured's, including Employee Benefit Plans)
 Principal Address: 2192 DENTON GROVE OWNERS ASSOCIATION, INC.
 City, State, Zip: COLORADO SPRINGS, CO 80919
 Policy Coverage offered: Crime Protection Policy for Mercantile Entities, Loss Sustained Form
 Primary, excess, contributing with: _____

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES

INSURING AGREEMENT	Limit of Insurance	Deductible Amount
1. Employee Dishonesty	\$ 300,000	\$ 2500
2. Forgery or Alteration	\$ 300,000	\$ 2500
3. Inside the Premises	\$	\$
4. Outside the Premises	\$	\$
5. Computer Fraud	\$	\$
6. Money Orders and Counterfeit Paper Currency	\$	\$
Insuring Agreements added by Endorsement:		
7. Loss of Clients' Property (SE 00 48, FEN 004)	\$	\$
8. Funds Transfer Fraud (SE 00 41)	\$	\$

To become effective or to be continued as of 12:01 a.m. on 3/14/17 to 12:01 a.m. on 3/14/18
 Premium is payable: Annually
if possible 11/1/17 to match other policies

1. DESCRIPTION OF YOUR ORGANIZATION

(a) Type of business (check appropriate box):
 Proprietorship Partnership Corporation Other If other, explain _____
 (b) Date your business was established: 7/15/2002
 (c) Classify your predominant activity: (Check box below)
 Manufacturer Processor Wholesaler Distributor Retailer Servicer Other
 (d) Describe the products or services of your predominant business or activity: Condo Assn.
 (e) Has there been any change in ownership or management within the past three years? Yes No
 If "Yes", explain Board Members serve for 2 years then stand for re-election. President, Vice President, and Treasurer have all changed.

2. RATING DATA FOR INSURING AGREEMENTS

Insuring Agreements 1, 2 and 5
 Classification of Employees: # of Officers 5 # of Employees 0

Insuring Agreement 7
 List the number of employees who handle, have custody of, maintain records of or have access to money, securities or other property owned by your clients. 0*

Insuring Agreements 3 and 4

(a) Indicate the number of locations 1
 (b) Indicate the number of outside messengers 0
 (c) Do guards accompany each messenger? N/A Yes No
 (d) Are your premises secured by watchpersons? Yes No
 (e) Are your premises secured by an alarm system? N/A Yes No
 Please provide details:
 (f) Is a safe used at all locations? records are kept in file cabinet in locked storage room Yes No
 Please provide details:
 (g) What other measures have been taken to provide physical protection (private conveyance, messenger bags, safe alarms, Armored Car, etc.)? NONE N/A

3. AUDIT PROCEDURES

- (a) Is there an audit by a CPA, public accountant, independent of your organization? Yes No
 If "Yes", how often (check the appropriate box): Quarterly Semi-Annually Annually
- (b) Name and address of person performing audit: Wright & Gardwin 1365 GARDEN of the Groves Rd
- (c) Are all locations audited? Colorado Springs, CO 80907 Yes No
- (d) Is the audit in compliance with generally accepted auditing standards and so certified? Yes No
 If "No", indicate the scope of services (check the appropriate box): Review Compilation
 Other, Explain Full Audit every 5 yrs as per state regs. Annual Account Reviews
- (e) Is the report rendered directly to the Owner, Partners or Directors? Yes No
- (f) Date of completion of last audit of: Cash and Accounts Spring 3/2016 Inventory N/A Yes No
- (g) Were any discrepancies or loose practices commented upon in the audit? Yes No
 If "Yes", submit a copy of the auditor's comments.
- (h) Is there an internal audit by an Internal Audit Department under the control of an employee who is a Certified Public Accountant or equivalent? Yes No
 If "Yes", are the reports rendered directly to the Owner, Partners or Directors? Yes No N/A

* If coverage desired is at \$250,000 please submit a copy of the annual financial report

4. INTERNAL CONTROLS

- (a) Are bank accounts reconciled monthly? Yes No
- (b) Are bank accounts reconciled by someone not authorized to deposit or withdraw? Yes No
 If "No", explain Pres, VP, & Treasurer (sometimes entire board) reviews
- (c) Is countersignature of all checks required? but those 3 can only counter Yes No
 Above what amount? \$ N/A
- (d) Do you have (use) funds transfer transactions (i.e. Wire Transfers, ACH, EFT, etc.)? Yes No
 If "Yes", How often are funds transfer transactions reconciled?
 Are they reconciled by someone not authorized to approve, initiate or handle them? Yes No N/A
- (e) Does supporting documentation accompany all checks to be signed? Yes No
 If "No", explain get kids old items when there is time.
- (f) Do you maintain a list of approved vendors? I HAVE A LIST OF VENDORS FOR QUICK RESPONSE LIKE WATER LEAK. Yes No
- (g) Are securities subject to the joint control of two or more employees? Yes No N/A
- (h) Are your employees required to take at least 1 or 2 consecutive weeks of vacation? Yes No N/A
- (i) Explain screening procedures for new employees: No employees N/A

5. PRIOR INSURANCE

- (a) Has any similar insurance been declined or canceled during the past three years? Yes No
 If "Yes", explain Capital Bld # CPP1902345 WENT OUT OF FORCE DUE TO SOME
- (b) Prior insurance to be superseded Check here if none CONFUSION

Policy Number	Discovery or Loss Sustained	Effective Date	Expiration Date	Limit of Insurance	Name of Insurance Company

6. PRIOR LOSSES

- (a) List below all losses sustained during the past three years that were caused by a loss that would have been covered by an Insuring Agreement you are now applying for. Please list all losses, whether reimbursed or not.

Check here if none

Date of Loss	Type of loss	Amount Recovered From Insurance	Amount Recovered from Other than Insurance	Amount of Loss Pending	Location of Loss

* If more than 2 losses, please attach a separate sheet with full details as outlined above.

7. GENERAL INFORMATION

Business Hours	Average # of Employees on Duty	Frequency of Deposits	Night Depository Used?	Annual Gross Sales or Receipts for Last fiscal year.	Other Information
<u>N/A</u>	<u>N/A</u>				

8. COVERAGE AMENDMENTS

(a) Insuring Agreement 1

If insurance is desired on any of your appointed **Agents**, whether they be persons, partnerships or corporations performing any act or service in connection with the ordinary conduct of your business, complete the following:

<u>Names, Addresses of each Agent:</u>	<u>Type of Service provided:</u>	<u>Limit of Insurance</u>
<u>Balanced Bookkeeping & Community Association Management, Inc.</u> <u>Colorado Springs, CO</u>		\$ <u>300,000</u>

(b) Insuring Agreement 2

If insurance is desired, complete the following:

	No. of Cardholders:	Limit of Insurance:
(1) Credit, Debit or Charge Card Instruments: Covered Instruments (check the appropriate box): include <input type="checkbox"/> or are limited to <input type="checkbox"/> Credit, debit or charge cards Issued to you or any employee for business purposes	_____	\$ _____
(2) Personal Accounts of your officers or partners: <u>Name(s)</u>	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(c) Insuring Agreements 3 and 4

<u>Increased or Reduced Limits</u>	<u>Limit of Insurance</u>	<u>Specified Period</u>
(a) If an increased limit is desired for a specified period, indicate: Insuring Agreement 3 (<i>Inside the Premises</i>)	\$ _____	_____
Insuring Agreement 4 (<i>Outside the Premises</i>)	\$ _____	_____
(b) If a decreased limit is desired while the business is closed and a custodian is not on duty, indicate Overnight Limit	\$ _____	_____
(c) If a reduced limit is desired for designated premises, messengers or armored motor vehicle companies, complete the following:		

Address of Premises	Names of Messengers	Names of Armored Motor Vehicle Companies	Limit of Insurance

READ CAREFULLY AND SIGN

The employees of the Insured have all, to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information, which in the judgment of the Insured indicates that any of the said employees are dishonest. Such knowledge as any officer signing for the Insured may now have in respect to his own personal acts or conduct, unknown to the Insured, is not imputable to the Insured.

FRAUD STATEMENT

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT THAT PERSON TO CRIMINAL AND/OR CIVIL PENALTIES. PENALTIES MAY INCLUDE CONFINEMENT IN PRISON, FINES AND DENIAL OF INSURANCE BENEFITS.

Signed at: Colorado Springs, CO Insured [Signature]
 This 3RD Day of February, 20 17. By: [Signature] 2/3/17
 (Signature) Officer or Director (Title)

SUBMITTING AGENCY'S INFORMATION

Contact Name: Bob Monroe Insurance Agency Phone number: (719) 282-6767
 Mailing Address: 3472 Research Pkwy Ste 103 Colorado Springs, CO 80920

CAPSPECIALTY

P.O. Box 5900 - Madison, WI 53705-0900

Phone 800-475-4450 Fax 608-829-7413

BOND EXECUTION REPORT

BOND NUMBER:	CPP1902463
CAPITOL INDEMNITY CORPORATION	
PREPARED:	04/19/2017

PRODUCER: 37181	BRANCH: 15
AMERICAN FAMILY BROKERAGE INC	
6000 AMERICAN PARKWAY	
Madison WI 53783-0001	

BOND AMOUNT:	\$300,000.00
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PRINCIPAL:
Arbors at Mountain Shadows Condominium Owners Association, Inc.
2192 Denton Grove
Colorado Springs, CO 80919

ACTIVITY: New Business
Transaction Effective: 04/19/2017
TERM: From 04/19/2017 To 04/19/2018
Accounting Date: 201704

OBLIGEE: 6103
NOT APPLICABLE
.
99999

CHARGES	
STD. PREMIUM:	\$920.00
SURCHARGE:	
FEES:	
PRODUCER COMM.:	\$184.00

TYPE OF BOND: 19 - CO - 6001 - 11 - 50 - S
FID/COM CRIME/CONDOMINIUM OWNERS' ASSOC.

PAYMENT	
NET AMOUNT DUE:	\$736.00

TL

PRODUCER COPY