

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY.

POLICY NUMBER **ACP BPH 301644474** **PREMIER BUSINESSOWNERS POLICY**

NAMED INSURED: **BRONZE LEAF CONDOMINIUM ASSOCIATION**

MAILING ADDRESS: **720 W BABCOCK ST
BOZEMAN, MT 59715-4451**

AGENT NAME: HUB INTERNATIONAL MTN STS LTD	25 03269	PREMIUM CREDIT \$	663.00-
AGENT ADDRESS: BOZEMAN MT 59718	006		

POLICY PERIOD: FROM **01-01-15** TO **01-01-16** 12:01 A.M. Standard Time

EFFECTIVE DATE OF CHANGE: **01-01-15** 12:01 A.M. Standard Time

TOTAL PREMIUM \$ **663.00-**

NOT A STATEMENT - YOUR BILLING WILL FOLLOW

***** PREMIUM DEC CHANGE ***** NO. 001000

	PREMIUM
\$	663.00-

IRPM FACTOR CHANGE

***** ENDORSEMENT *****

**CHANGED ENDORSEMENT FORM
FORM PB9025 EDITION DATE 0115
A COPY OF THIS FORM IS ATTACHED**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS
PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. CANCELLATION

In the COMMON POLICY CONDITIONS, paragraphs 2. and 5. of Condition A. CANCELLATION are replaced by the following:

2. a. MID-TERM CANCELLATION

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in 2.a.(3) below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (d) Substantial breaches of contractual duties, conditions or warranties;
 - (e) Determination by the Commissioner of Insurance that continuation of the policy would

place us in violation of the Montana Insurance Code;

- (f) Our financial impairment; or
- (g) Such other reasons that are approved by the Commissioner of Insurance.

- (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in 2.a.(2) above.

b. ANNIVERSARY CANCELLATION

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

5. If this policy is cancelled, 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.

HOWEVER, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

B. NONRENEWAL

The following is added to the COMMON POLICY CONDITIONS and supersedes any provisions to the contrary:

NONRENEWAL

- 1. If we elect not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.
- 2. We need not mail or deliver this notice if:
 - a. You have purchased insurance elsewhere;
 - b. You have accepted replacement coverage;
 - c. You have requested or agreed to nonrenewal; or
 - d. This policy is expressly designated as non-renewable.

- C. In the COMMON POLICY CONDITIONS, Condition C. CONCEALMENT, MISREPRESENTATION OR FRAUD is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for loss or damage in a case of:

- 1. Concealment or misrepresentation of a material fact; or
 - 2. Fraud;
- committed by you or any other insured, whether before or after the loss and relating to coverage of the loss under this policy.

We will not pay for any loss or damage in any case if:

- 1. Concealment or misrepresentation of a material fact; or
 - 2. Fraud;
- is committed by you or any other insured in the application for this policy.

D. CONFORMITY WITH MONTANA STATUTES

The following is Condition added to the COMMON POLICY CONDITIONS:

The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy.

Any provision of this policy (including endorsements that modify the policy) which does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

E. AMENDMENTS TO THE PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

Under Section A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the third paragraph in 1.a. is replaced by the following:
We may investigate any "occurrence" and settle any claim or "suit" that may result. But:

Under Section B. PERSONAL AND ADVERTISING INJURY LIABILITY, the third paragraph in 1.a. is replaced by the following:
We may investigate any "occurrence" and settle any claim or "suit" that may result. But:

Under Section C. MEDICAL PAYMENTS, paragraph 1.b. is replaced by the following:

- 1. **INSURING AGREEMENT**
 - b. We will make these payments regardless of fault. These payments will not exceed the Limit of Insurance. We will pay expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

F. AMENDMENTS TO THE EXTENDED REPORTING PERIOD ENDORSEMENTS

- 1. **DIRECTORS AND OFFICERS LIABILITY**
If Directors and Officers Liability (Cooperatives and Condominiums), form PB4100, coverage is provided and then if one of the endorsements for Extended Reporting Period for Directors and Officers Liability, forms PB4101, PB4102 or PB4103, apply, then paragraph B. in such endorsements is replaced by the following:

- B. This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us.

- 2. **EMPLOYEE BENEFITS LIABILITY**
If Employee Benefits Liability coverage is provided and then the endorsement for Extended Reporting Period for Employee Benefits Liability, form PB0499, apply, then paragraph E. in that endorsement is replaced by the following:

E. This endorsement will not take effect unless the additional premium for it, as set forth in paragraph F. of the Employee Benefits Liability Coverage Endorsement, is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us.

G. AMENDMENTS TO THE EMPLOYMENT PRACTICES LIABILITY ENDORSEMENTS

1. If the Employment Practices Liability Insurance Endorsement, form PB0589, is a part of this policy, paragraph 2 under Section VI Extended Reporting Periods is removed and replaced with:
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" as the result of "wrongful acts" committed after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled by us.

If the Split Limits Prior Acts Coverage Endorsement, form PB4302, is a part of this policy, paragraph D.2.c is removed and replaced with:

- c. Before the end of the policy period by us.
3. If the Supplemental Extended Reporting Period Endorsement, form PB4311, is a part of this policy, paragraph D is removed and replaced with:

D. This endorsement will not take effect unless the additional premium for it, as set forth in Section VI. EXTENDED REPORTING PERIODS, is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us.

H. AMENDMENTS TO THE DIRECTORS AND OFFICERS LIABILITY (COOPERATIVES OR CONDOMINIUMS) ENDORSEMENT

1. If the Directors and Officers Liability Endorsement, form PB4100, is a part of this policy, paragraph A.1.a-d. is replaced with:
 - a. No coverage applies for any "wrongful acts" which occur prior to the Retroactive Date shown in the Declarations, and
 - b. We will have no duty to defend the "insured" against any "suit" seeking damages for "wrongful acts" to which this insurance does not apply.

We may, at our discretion, investigate any "wrongful acts" and settle any "claim" or "suit" that may result. But:

- c. The amount we will pay for damages is limited as described in B. LIMITS OF INSURANCE that follows; and
- d. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

All terms and conditions of this policy apply unless modified by this endorsement.