

32-0131-00
COWEST INSURANCE GROUP
PO BOX 910
CASTLE ROCK CO 80104-0910

09-24-2015



P.O. BOX 30660, LANSING, MICHIGAN 48909-8160 • 517-323-1200

AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY

SILVER PONDS PROPERTY OWNERS
ASSOCIATION
DBA C/O ANGEL CLEMENTI
6875 SILVER PONDS HTS
COLORADO SPGS CO 80908-4763

RE: Your Policy 102332-74657207-15

Policy Number: 102332-74657207
Insurance Company: AUTO-OWNERS (MUTUAL) INSURANCE
Renewal Effective Date: 12-03-2015

Dear Policyholder,

Thank you for choosing Auto-Owners Insurance. Your policy is set to renew on the renewal effective date shown above. This letter gives you advance notice of changes to your premium, deductibles or coverage:

Your renewal premium will be: \$1,734.00 OR \$1,560.00 IF PAID IN FULL.
(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

Changes in deductibles _____

Reduction of limits _____

Reduction or Removal of Coverage _____

Other SEE ATTACHED _____

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

COWEST INSURANCE GROUP
PO BOX 910
CASTLE ROCK CO 80104-0910
303-688-9597

**NOTICE OF CHANGE IN POLICY TERMS
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
PERSONAL INFORMATION**

Dear Policyholder,

Your enclosed renewal policy includes a new endorsement titled, Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception, form number 55592 (2-14).

This endorsement excludes liability arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reduction in coverage.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

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PO BOX 910
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COLORADO SPGS CO 80908-4763

**You may view your policy online at
www.auto-owners.com.**

To enroll, use the policy number **74657207**
and Personal ID code (PID) **72V 9K1 N2X**.
Once enrolled, you may choose to stop
receiving the paper policy in the mail.

Your agency's phone number is 303-688-9597

RE: Policy 102332-74657207-15

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a variety of programs, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

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

~ *Serving Our Policyholders and Agents Since 1916* ~

Policy Number: 102332-74657207
Insurance Company: AUTO-OWNERS (MUTUAL) INSURANCE
Renewal Effective Date: 12-03-2015

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(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

Changes in deductibles _____

Reduction of limits _____

Reduction or Removal of Coverage _____

Other SEE ATTACHED _____

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

COWEST INSURANCE GROUP
PO BOX 910
CASTLE ROCK CO 80104-0910
303-688-9597

AVAILABILITY OF TERRORISM RISK INSURANCE COVERAGE

Dear Policyholder:

Our records indicate that you previously rejected our offer to provide coverage for certified acts of terrorism. The enclosed policy does not provide coverage for certified acts of terrorism in accordance with your previous rejection of coverage.

If you would like coverage for certified acts of terrorism, please contact us.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2020 unless the Federal government extends the Act. What this means to you is the following:

1. This policy does not provide coverage for certified acts of terrorism, since you have previously declined this coverage.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge will be made for this coverage after January 1, 2021. It will be prorated for the period beginning January 1, 2021 and ending on the expiration date of this policy term. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extended. Revised Declarations will be mailed to you after January 1, 2021.
5. If the Act is extended without any revision, the enclosed policy will continue to exclude coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

**NOTICE OF CHANGE IN POLICY TERMS
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
PERSONAL INFORMATION**

Dear Policyholder,

Your enclosed renewal policy includes a new endorsement titled, Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception, form number 55592 (2-14).

This endorsement excludes liability arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reduction in coverage.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

**NOTICE OF CHANGE IN POLICY TERMS
PRODUCTS-COMPLETED OPERATIONS HAZARD AMENDATORY**

Dear Policyholder:

Effective at your renewal, form 55637 (9-14) Products-Completed Operations Hazard Amendatory will attach to your policy. This form removes the sentence "Products or operations for which the classification, shown in the Declarations, states that products-completed operations are included," from the definition of "Products-Completed Operations Hazard." This change has been made for clarification purposes.

Please review the enclosed policy Declarations carefully. This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have questions regarding your policy or this notice, please contact your Auto-Owners Insurance Agency.

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

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY COWEST INSURANCE GROUP
32-0131-00 MKT TERR 127 303-688-9597

Renewal Effective 12-03-2015

POLICY NUMBER 102332-74657207-15

INSURED SILVER PONDS PROPERTY OWNERS
ASSOCIATION
DBA C/O ANGEL CLEMENTI
ADDRESS 6875 SILVER PONDS HTS

Company
Bill

| Policy Term | |
|-------------|---------------|
| 12:01 a.m. | 12:01 a.m. |
| 12-03-2015 | to 12-03-2016 |

COLORADO SPGS CO 80908-4763

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

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Homeowner Assoc

Entity: Corporation

| | |
|---|-------------------|
| THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S): | PREMIUM |
| COMMERCIAL GENERAL LIABILITY COVERAGE | \$1,734.00 |
| TOTAL | \$1,734.00 |
| PAID IN FULL DISCOUNT | \$174.00 |
| TOTAL POLICY PREMIUM IF PAID IN FULL | \$1,560.00 |

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the Company.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

55000 (07-12) 59392 (01-15) 59349 (10-03)

A merit rating plan factor of 0.95 applies.

Countersigned By: 

AUTO-OWNERS INS. CO.

Issued 09-24-2015

AGENCY COWEST INSURANCE GROUP
32-0131-00 MKT TERR 127

Company POLICY NUMBER 102332-74657207-15
Bill

INSURED SILVER PONDS PROPERTY OWNERS

Term 12-03-2015 to 12-03-2016

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

| COVERAGE | LIMITS OF INSURANCE |
|---|-----------------------------|
| General Aggregate (Other Than Products-Completed Operations) | \$2,000,000 |
| Products-Completed Operations Aggregate | \$1,000,000 |
| Personal Injury And Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT | |
| Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage) | \$300,000 Any One Premises |
| Medical Payments | \$10,000 Any One Person |
| Hired Auto & Non-Owned Auto | \$1,000,000 Each Occurrence |
| Expanded Coverage Details See Form: | |
| Extended Watercraft | |
| Personal Injury Extension | |
| Broadened Supplementary Payments | |
| Broadened Knowledge Of Occurrence | |
| Additional Products-Completed Operations Aggregate | |
| Blanket Additional Insured - Lessor of Leased Equipment | |
| Blanket Additional Insured - Managers or Lessors of Premises | |
| Newly Formed or Acquired Organizations Extension | |
| Blanket Waiver of Subrogation | |

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

| | | | | |
|----------------|---------------|----------------|---------------|---------------|
| 55405 (07-08) | 59351 (01-15) | 55146 (06-04) | 55091 (10-08) | 55084 (06-04) |
| 55447 (05-09) | 55300 (07-05) | IL0017 (11-85) | 59319 (02-06) | 55296 (09-09) |
| IL0021 (07-02) | 55513 (11-11) | 55576 (06-13) | 55592 (02-14) | 59526 (08-13) |
| 55637 (09-14) | 59392 (01-15) | | | |

AUTO-OWNERS INS. CO.

Issued 09-24-2015

AGENCY COWEST INSURANCE GROUP
32-0131-00 MKT TERR 127

Company POLICY NUMBER 102332-74657207-15
Bill

INSURED SILVER PONDS PROPERTY OWNERS

Term 12-03-2015 to 12-03-2016

LOCATION 0001 - BUILDING 0001

Location: 7125 Silver Ponds Hts Colorado Spgs, CO 80908-4765

Territory: 002

County: El Paso

| CLASSIFICATION | CODE | SUBLINE | PREMIUM BASIS | RATE | PREMIUM |
|---|-------|--------------|--------------------------|-----------|------------|
| Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium | 00501 | Prem/Op | Prem/Op Prem Included | Included | Included |
| Homeowners &/Or Mobile Homeowners Association - No Buildings Or Premises Owned Or Leased Except For Office Purposes. (For-Profit) | 41669 | Prem/Op | Members | Each 1 | |
| | | Prod/Comp Op | | 25 1.110 | \$28.00 |
| Lakes Or Reservoirs - Existence Hazard Only (Not-For Profit) | 45524 | Prem/Op | Lakes/Reservoir | Each 1 | |
| | | Prod/Comp Op | | 2 818.447 | \$1,637.00 |
| Street, Roads, Highways, Or Bridges- Existence And Maintenance Hazard Only | 48727 | Prem/Op | Miles | 1 49.775 | \$50.00 |
| | | Prod/Comp Op | | 1 .367 | \$1.00 |

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

| | PREMIUM |
|--|-------------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59351 | EXCLUDED |
| TERRORISM COVERAGE | |
| A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-21 SEE FORMS 55405, 59392 | |
| LOCATION 0001 | \$1,734.00 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusion Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks,

CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal Injury And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal injury" and "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS HAZARD AMENDATORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **SECTION V- DEFINITIONS, 17.**

"Products-completed operations hazard" is deleted and replaced by the following.

17. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials.

All other policy terms and conditions apply.

55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

A. Applicability Of This Endorsement

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

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

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

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

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

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

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

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

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

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

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

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

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

Exclusion Of "Terrorism"

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

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

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

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

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
and
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. The following definition applies:

Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

- a. the Secretary of Homeland Security; and
- b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

Under the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

- a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
- b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and
- (2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

2. The following exclusion is added:

We shall not pay:

- a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.
- b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.