RUN DATE: 09-17-15

GOODS INS AGCY INC 8170 LA MESA BLVD LA MESA, CA 91942

> 4127 FLORIDA HOA C/O CEOSD.NET 510 PO BOX 34398 SAN DIEGO, CA 92163-4398

Thank you for being a loyal Allstate Insurance Company customer - we're delighted to have you with us!

Dear Valued Customer,

## Here's Your Allstate Business Insurance Renewal Offer

We're pleased to offer to continue your Allstate policy for another twelve months, so you can keep getting:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

## What's In This Package?

This package contains your insurance documents, including your Renewal Declarations Page—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Declarations Page to make sure you're comfortable with the coverage choices you've made. Keep in mind that policy documents may change, so you should carefully review them at each renewal.

## Your Billing And Renewing

We will send you a payment notice in a separate mailing, which will list several convenient payment options. Please mail your payment to us by the due date indicated to ensure that you're protected.

*Renewing your coverage is simple*—just make sure we receive the required premium payment when it's due.

## Have Questions?

Feel free to give your Allstate representative a call if you have any questions or if you see something that needs updating—coverages, limits, deductibles. Your Allstate representative will be happy to provide you with any additional information.

## We Appreciate Your Business

Thank you for choosing Allstate. We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely,

MichaelBut

Michael Barton President Allstate Business Insurance Allstate Insurance Company

Enclosures

# 2012 CRIME AND FIDELITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declarations for complete information on the coverages you are provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.** 

The areas within the Policy that broaden or reduce coverage are highlighted below. This notice does not reference every editorial change made in your policy.

## CR 00 21 – COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM) CR 00 23 – COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)

## BROADENINGS OF COVERAGE

## COMPUTER AND FUNDS TRANSFER FRAUD INSURING AGREEMENT

The separate Computer Fraud and Funds Transfer Fraud coverages are combined into one insuring agreement. This new insuring agreement covers loss resulting directly from a fraudulent entry of "electronic data" or "computer program" into, or change of "electronic data" or "computer program" within, any "computer system" owned, leased or operated by the insured; provided the fraudulent entry or fraudulent change causes "money", "securities" or "other property" to be transferred, paid or delivered; or the insured's account at a "financial institution" to be debited or deleted. The new insuring agreement emphasizes that loss resulting from the incidental use of a computer, for example to generate false documents, is not intended to be covered.

## DEFINITION OF "FRAUDULENT INSTRUCTION"

This definition was enhanced by delineating which of its provisions apply specifically to the Computer And Funds Transfer Fraud insuring agreement's computer fraud coverage and which apply specifically to its funds transfer fraud coverage. The definition has several new provisions in which "fraudulent instruction" is further defined as an instruction directing a "financial institution" to debit the insured's "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account". Finally, to track with an update to the Funds Transfer Fraud coverage, the definition explicitly covers a "fraudulent instruction" issued by a computer software contractor to an "employee" of the insured who is not in collusion with the software contractor.

## REDUCTIONS OF COVERAGE

## AUTHORIZED ACCESS EXCLUSION

This new exclusion applies to loss under the new Computer And Funds Transfer Fraud insuring agreement due to "the fraudulent entry of, or change to, 'electronic data' or a 'computer program', by a person or organization authorized to access the insured's computer system, except for computer software contractors".

## **EXCHANGES OR PURCHASES EXCLUSION**

This exclusion, which applies to loss from the giving or surrendering of covered property in any purchase or exchange, originally applied only to the inside and outside the premises Insuring Agreements A.3., A.4. and A.5. It now also applies to the new Computer And Funds Transfer Fraud Insuring Agreement A.6. for purchase and exchange transactions done by computer.

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## TRANSFER OR SURRENDER OF PROPERTY EXCLUSION

The phrase, "including but not limited to" has been added to the exclusion as an all encompassing statement. A new type of extortion threat "to disseminate, divulge or utilize confidential or personal information of another person or organization" has been added. Coverage of extortion threats may be covered under the separate Kidnap/Ransom And Extortion Coverage Form – **CR 00 40**, the Kidnap/Ransom And Extortion Policy – **CR 00 41** and the Extortion – Commercial Entities Endorsement **CR 04 03**.

## **IMPORTANT NOTICE**

The premium for your insurance policy is based on a variety of factors, including information you have given us. Factors which can affect your premium include, for example, how many buildings at the same location that are covered by your policy, the age of the buildings, and the type of construction. It is important that you notify us if the information upon which your premium is based is incorrect, incomplete, or changes. For example, improvements to loss control and prevention methods such as improving your sprinkler system, could reduce your premium. We encourage you to contact your agent from time to time to help ensure that you are receiving any premium reductions for which you may qualify.

We are pleased that you've chosen Allstate to help protect your business. Please note that this Important Notice provides only a general description of factors that apply or items that may reduce your premium. If you have any questions about these factors or items that may reduce your premium, please contact your Allstate agent.

# CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we shall retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium.

However, the penalty set forth in the preceding paragraph will not apply under the following circumstances, even if the first Named Insured cancels the policy:

- 1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance; or
- 2. The policy is rewritten in the same insuring company or company group.

							DM CW 02 01 10
Policy Number 648102749							
				DECL	RATIONS		
			Allstate Insura 775 Sanders Road, I A STOCK INSUR	Northbro	ook, IL 60062		
Item 1. Na	amed Insured and	Mailing A	ddress	Agent	Name and Addres	SS	
4127 FLORIDA HOAGOODS INS AGCY INCC/O CEOSD.NET 5108170 LA MESA BLVDPO BOX 34398LA MESA CA 91942SAN DIEGO CA 92163-4398							
Item 2. Po	olicy Period	From:	12-01-2015	To:	12-01-2016	5	
		at 12:01 A	.M., Standard Time	at your	mailing address sl	hown above	
Item 3. Bu	usiness Descriptio	n: CONE	00				
Fo	orm of Business:	LIMI	TED LIABILIT	Y COM	PANY		
	return for the pay ovide the insuranc		e premium, and sub d in this policy.	oject to a	Il the terms of this	s policy, we a	agree with you to
is no covera	ge. This premium	owing cov may be s	erage parts for whic ubject to adjustmen	ch a prer t.	nium is indicated.	Where no p	premium is shown, there
	Coverage Part(s)						Premium
	Property Coverag					\$	1,666.00
	General Liability C	-	Part			\$	703.00
	idelity Coverage P					\$	96.00
	Inland Marine Cov						
Commercial	Auto (Business or	Truckers	) Coverage Part				
Commercial	Garage Coverage	Part					
Terrorism Ri	sk Insurance Act (	Coverage					
				Total	Policy Premium	\$	2,465.00

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned:

Date: 09-17-15

By: (

GOODS INS AGCY INC
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

MULTILINE AM CW 02 11 09

## WITNESS CLAUSE

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois

Min

Mary Jovita McGinn

Secretary

Momen Molai

Thomas J. Wilson

President

Countersigned by: \_\_\_\_\_ GOODS INS AGCY INC , Authorized Representative

## Your Allstate Agency

Allstate relies on thousands of local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies represent Allstate and provide numerous services to customers on its behalf. Agencies are paid a commission by the company for selling and servicing Allstate's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

# ALLSTATE CLAIM REPORTING

To report a claim on your Allstate Business Insurance policy, you may contact your agent for assistance or you may report your claim directly by contacting us at the following phone numbers.

To report a claim for:

Commercial Property/Casualty policies: 1(800) 359-1000

DM CW 12 01 10

## Policy Number 648102749

### SCHEDULE OF FORMS AND ENDORSEMENTS

## Allstate Insurance Company

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-15 12:01 A.M., Standard Time

Agent Name GOODS INS AGCY INC

COMMON POLICY FORMS AND ENDORSEMENTS 01-10 COMMON POLICY DECLARATIONS DM CW 02 AM CW 02 DM CW 12 11-09 WITNESS CLAUSE 01-10 SCHEDULE OF FORMS AND ENDORSEMENTS 01-10 SCHEDULE OF LOCATIONS DM CW 14 11-09 11-98 09-08 AMENDATORY ENDORSEMENT COMMON POLICY CONDITIONS NUCLEAR ENERGY LIABILITY EXCLUSION ENDT AM CW 01 \*IL 00 17 \*IL 00 21 \*AM CA 03 \*IL 01 02 \*IL 01 03 CALIFORNIA INDEPENDENT COUNSEL ENDT CALIFORNIA CHANGES - ACTUAL CASH VALUE CALIFORNIA CHANGES - ACTUAL CASH VALUE 11-09 05-05 09-07 \*IL 01 04 09-07 CALIFORNIA CHANGES 09-12 CA CHANGES - CANCELLATION & NONRENEWAL \*IL 02 70 \*IL 00 03 09-08 CALCULATION OF PREMIUM \*IL 09 35 07-02 EXCL OF CERTAIN COMPUTER- RELATED LOSSES IL 09 53 01-15 EXCL/CERT ACTS-TERROR; COV/FIRE LOSSES PROPERTY FORMS AND ENDORSEMENTS DP CW 12 DP CW 22 \*CP 00 17 COMM PROPERTY COV PART SUPP DEC COMM PROPERTY COV PART EXT OF SUPP DEC  $01 - 10 \\ 01 - 10$ 06-07 CONDOMINIUM ASSOCIATION COVERAGE FORM 07-88 \*CP 00 90 COMMERCIAL PROPERTY CONDITIONS 11-09 AP CW 10 WATER DAMAGE ENDORSEMENT 11-09 \*HP CW 03 EQUIPMENT BREAKDOWN COVERAGE FORM \*CP 02 99 06-07 CANCELLATION CHANGES 07-06 EXCL OF LOSS DUE TO VIRUS OR BACTERIA \*CP 01 40 12-05 12-05 06-07 CP 04 46 \*CP 04 49 CALIFORNIA - ORDINANCE OR LAW COVERAGE CALIFORNIA CHANGES-REPLACEMENT COST CAUSES OF LOSS - SPECIAL FORM \*CP 10 30 \*CP 10 32 08-08 WATER EXCLUSION ENDORSEMENT CP 14 10 06-95 ADDITIONAL COVERED PROPERTY OUTDOOR TREES SHRUBS & PLANTS CP 14 30 10-00 GENERAL LIABILITY FORMS AND ENDORSEMENTS DL CW 22 01-10 COMM GENERAL LIABILITY COVERAGE SUPP DEC DL CW 12 01-10 COMM GENERAL LIABILITY COVERAGE SCHEDULE \*CG 00 01 \*CG 00 68 12-07 05-09 COMMERCIAL GENERAL LIABILITY COV FORM RECRDG AND DISTRB OF MATRL OR INFO EXCL AL CW 12 AL CW 26 \*AL CW 11 11-09 BOARD OF MANAGERS FORM SCHEDULE 11-09 05-13 ENOC AND HIRED AUTO COVERAGE FORM BOARD OF MANAGERS COVERAGE FORM \*CG 32 34 01-05 CALIFORNIA CHANGES \*AL CW 01 \*CG 20 04 11-09 EXCLUSION ASBESTOS 11-85 ADDL INSD-CONDOMINIUM UNIT OWNERS 20 26 07-04 CG ADDL INSD-DESIGNATED PERSON/ORGANIZATION 21 46 07-98 \*CG ABUSE OR MOLESTATION EXCLUSION 12-07 \*CG 21 47 EMPLOYMENT-RELATED PRACTICES EXCLUSION \*CG 21 49 09-99 TOTAL POLLUTION EXCL ENDT \*CG 21 67 CG 21 75 \*CG 21 96 FUNGI OR BACTERIA EXCLUSION EXCL CERTIF ACTS OF TERR & OTHR ACT O/S 12-04 01-15 03-05 SILICA OR SILICA-RELATED DUST EXCLUSION \*CG 24 02 12-04 BINDING ARBITRATION

Allstate Insurance Company

## Policy Number 648102749

## SCHEDULE OF FORMS AND ENDORSEMENTS

## Allstate Insurance Company

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-15 12:01 A.M., Standard Time

Agent Name GOODS INS AGCY INC

CRIME FORMS AND ENDORSEMENTS

DC CW 01 *CR 00 21 *CR 20 12 CR 25 02	01-10 CRIME AND FIDELITY DEC (COMML ENTITIES 05-06 COMM'L CRIME COV FORM (LOSS SUSTAINED) 08-07 BINDING ARBITRATION 10-10 INCLUDE DESIGNATED AGENTS AS EMPLOYEES	ED)

\* These forms are part of this policy but are not printed

## Policy Number 648102749

## SCHEDULE OF LOCATIONS

## Allstate Insurance Company

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-15 12:01 A.M., Standard Time

Agent Name GOODS INS AGCY INC

Loc. No.	Bldg. No.	Lesignated Locations	Occupancy
NO. 01	001	Designated Locations (Address, City, State, Zip Code) 4127 FLORIDA ST, SAN DIEGO, CA 92104-1042	CONDO
T	UUI	HIZ/ FLORIDA SI, SAN DIEGO, CA 92104 1042	CONDO
	1		

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

## AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

## COMMON POLICY CONDITIONS FORM IL 00 17

The following provisions have been added:

#### What Law Will Apply

This policy is issued in accordance with th	Califo	rnia	and covers		
property or risks principally located in the	State of	Cali	fornia	Subject to	o the following
paragraph, the laws of the State of	Califo	rnia	shall govern a	any and all cla	ims or
disputes in any way related to this policy.					

If a covered loss to property, or any other accidental event for which coverage applies under this policy happens outside the State of <u>California</u>, claims or disputes regarding that covered loss to property, or any other covered accidental event may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered accidental event happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the State of <u>California</u>. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the State of <u>California</u>, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other accidental event for which coverage applies under this policy happens outside the State of <u>California</u>, lawsuits regarding that covered loss to property, or any other covered accidental event may also be brought in the judicial district where that covered loss to property, or any other covered accidental event happened.

Nothing in this provision, Where Lawsuits May Be Brought, shall impair any party's right to remove a state court lawsuit to a federal court.

All other policy terms, conditions, and exclusions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART CRIME AND FIDELITY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART STANDARD PROPERTY POLICY

## SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy				
СА	Commercial Property Coverage Part				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

**A.** The following definition is added with respect to the provisions of this endorsement:

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

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**B.** The following exclusion is added:

## CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

## C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B**. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

					Policy Number 648102749					
	COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS									
		Allstate I	nsurai	nce Compa	ny					
Named Insured 42	Named Insured 4127 FLORIDA HOA       Effective Date: 12-01-15         12:01 A.M., Standard Time									
Agent Name GOO	Agent Name GOODS INS AGCY INC									
Item 1. Busine	ss Description:	CONDO								
Item 2. Premise	es Described:	See Schedule of	Location	IS						
Item 3. \$500 D	eductible unless	otherwise indicate	ed.							
Item 4. Covera	ge Provided									
Loc. Bldg. No. No.	С	overage		Limit of Insurance	Covered Causes of Loss	Coins.				
001 001 BU	UILDING RAME			\$ 1,290,990		100				
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		C	ther Pro	visions						
Agreed Valu	le:	Expires:		X Replacer	ment Cost					
Business In	come Indemnity:	Monthly Limit:	P	eriod: Maximum	Actual Cas	h Value				
Extension of Reco	-	Months or	Days		X Inflation Gu					
Deductible: \$ 2,	•		Days	6 Exceptio		alu. 2 70				
Deductible. 5 2,		ake Deductible.	7		5					
Loc. Bldg. No. No.	С	overage		Limit of Insurance	Covered Causes of Loss	Coins.				
001 001 FE	NCES & ARBOR	S		\$ 5,000		100				
		C	ther Pro	visions						
Agreed Valu	le:	Expires:		X Replacer	ment Cost					
Business In	come Indemnity:	Monthly Limit:	P	eriod: Maximum	Actual Cas	h Value				
Extension of Reco		Months or	Days		Inflation Gu	ıard: %				
Deductible: \$ 2,	-		Pays %	6 Exceptio	L]	70 / 10				
			,	Excopute						
Loc. Bldg.	С	overage		Limit of	Covered	Coins.				
No. No. 001 001 PF	OPERTY IN TH	•		<u>Insurance</u> \$ 17,000	Causes of Loss	100				
MS	SNRY, METAL,	OTH N/C MTRIA		violene						
	Other Provisions           Agreed Value:         Expires:         X         Replacement Cost									
Agreed Valu		Expires:	-	·	·	h Volue				
Business Income Indemnity: Monthly Limit: Period: Maximum Actual Cash Value										
	Extension of Recovery Period:       Months or       Days       Inflation Guard:       %         Deductible:       \$ 2,500       Earthquake Deductible:       %       Exceptions									
Deductible: \$ 2,	SUU Earinqu	ake Deductible:	9	6 Exceptio	0115					
Item 5. Forms	Item 5. Forms and Endorsements									
Form(s) and Endo	prsement(s) made	e a part of this pol	licy at tim	e of issue:						
See Schedul	See Schedule of Forms and Endorsements									

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

	Policy Number 648102749								
	COMMERCIAL PROPERTY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS								
		Allstate I	nsurar	nce Company	1				
Named	lamed Insured 4127 FLORIDA HOA Effective Date: 12-01-15 12:01 A.M., Standard Time								
Agent I	Name <sub>GC</sub>	DODS INS AGCY INC							
Item 4	. Cove	erage Provided (applies only when a l	imit is sh	/					
Loc. No.	Bldg. No.	Coverage		Limit of Insurance	Covered Causes of Loss	Coins.			
001	001	NURSERY STOCK IN THE OPEN		\$ 10,000	SPECIAL	100			
			Other Pro	visions	L				
	Agreed V	/alue: Expires:		X Replaceme	nt Cost				
	Business	Income Indemnity: Monthly Limit:	P	eriod: Maximum	Actual Cash V	/alue			
Extens	ion of Re	covery Period: Months or	Days		Inflation Guar	rd: %			
Deduct	tible: \$	2,500 Earthquake Deductible:	9	6 Exceptions	5				
Loc.	Bldg.	Coverage		Limit of	Covered	Coins.			
No.	No.			Insurance	Causes of Loss				
			Other Pro	visions					
	Agreed V			Replaceme	nt Cost				
	•	Income Indemnity: Monthly Limit:	P	eriod: Maximum	Actual Cash \	/alue			
		covery Period: Months or	Days		Inflation Guar				
Deduct		Earthquake Deductible:	Days 9	6 Exceptions		u. 70			
Loc.	Bldg.			Limit of	Covered				
No.	No.	Coverage		Insurance	Causes of Loss	Coins.			
	-		Other Pro	visions					
	Agreed V	/alue: Expires:		Replaceme	nt Cost				
	Business	Income Indemnity: Monthly Limit:	P	eriod: Maximum	Actual Cash V	/alue			
Extens	ion of Re	covery Period: Months or	Days		Inflation Guar	rd: %			
Deduct	tible:	Earthquake Deductible:	9	6 Exceptions	5				
Loc.	Bldg. No.	Coverage		Limit of	Covered Causes of Loss	Coins.			
No.	NO.			Insurance	Causes of Loss				
		(	Other Pro	visions	I				
	Agreed V	/alue: Expires:		Replaceme	nt Cost				
	Business	Income Indemnity: Monthly Limit:	P	eriod: Maximum	Actual Cash V	/alue			
		covery Period: Months or	Days		Inflation Guar	'd: %			
Deduct		Earthquake Deductible:	9	6 Exceptions					

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

# **Policy Endorsement**

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

## WATER BACK-UP AND SUMP OVERFLOW

When the Policy Declarations indicates that **Water Back-Up and Sump Overflow** applies, the following limits modifies **your** policy

This endorsement applies only when insurance is provided under the following:

### BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSES OF LOSS – SPECIAL FORM

## SCHEDULE

Premises Number	Premise Annual Aggregate Limit Of Insurance				
001/001	\$	100,000.00			

- I. The following changes apply to: BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CP 00 10 06 07:
  - A. We will pay for direct physical loss or damage to property, covered under A. Coverage, under 1. Covered Property, caused by or resulting from:
    - **1.** Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
    - 2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical break-down of a sump pump or its related equipment. We will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
  - **B.** We do not cover loss or damage resulting from an insured's failure to:
    - 1. Keep a sump pump or its related equipment in proper working condition; or

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- 2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- **C.** The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Premise Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement.

The applicable Premise Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

- II. The following changes apply to: CAUSES OF LOSS SPECIAL FORM, CP 10 30 06 07:
  - A. When the Policy Declarations indicates that **Water Back-Up and Sump Overflow** applies, for the scheduled premises only, under, **B. Exclusion**, item **g. Water** is deleted and replaced by the following:

## g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings;
- (4) Waterborne material carried or otherwise moved by any of the water referred to the above Paragraphs (1) through (3), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (4), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But, if any of the above, in Paragraphs (1) through (4), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

All other policy terms, conditions, and exclusions apply.

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

# CALIFORNIA – ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

#### BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM STANDARD PROPERTY POLICY

## SCHEDULE\*

Bldg. No./ Prem. No.	Cov. A	Cov. B Limit Of Insur.	Cov. C Limit Of Insur.		Cov. B And C Combined Lim Of Insur.					
001/001	X			\$	100,000	* *				
						* *				
						* *				
*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Decla- rations.										

\*\*Do **not** enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages **B** and **C**, or if one of these Coverages is not applicable.

A. Each Coverage – Coverage A, Coverage B and Coverage C – is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

## B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.** 

- **1.** The ordinance or law:
  - **a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
  - **b.** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- **2.a.** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
  - **b.** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
  - **c.** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
- 3. In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement.

- **C.** We will not pay under Coverage **A**, **B** or **C** of this endorsement for:
  - 1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

## D. Coverage

#### 1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage **A** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the Limit of Insurance.

## 2. Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

#### 3. Coverage C – Increased Cost Of Construction Coverage

- a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
  - (1) Repair or reconstruct damaged portions of that building; and/or
  - (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

- b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:
  - (1) The cost of excavations, grading, backfilling and filling;
  - (2) Foundation of the building;
  - (3) Pilings; and
  - (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, **3.b.** 

## E. Loss Payment

1. All following loss payment Provisions, E.2. through E.5., are subject to the apportionment procedures set forth in Section B.3. of this endorsement.

- 2. When there is a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
  - a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
    - (1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
    - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
  - **b.** If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
    - (1) The actual cash value of the building at the time of loss; or
    - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- Unless Paragraph E.5. applies, loss payment under Coverage B – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
- **b.** The applicable Limit of Insurance shown for Coverage **B** in the Schedule above.
- Unless Paragraph E.5. applies, loss payment under Coverage C – Increased Cost of Construction Coverage will be determined as follows:
  - a. We will not pay under Coverage C:
    - (1) Until the property is actually repaired or replaced, at the same or another premises; and
    - (2) Unless such repair or replacement is made within two years after our payment of the actual cash value of the property subject to the replacement cost coverage, if any, unless we extend the time period for good cause.

- **b.** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:
  - (1) The increased cost of construction at the same premises; or
  - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule above.
- **c.** If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:
  - (1) The increased cost of construction at the new premises; or
  - (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.
- 5. If a Combined Limit of Insurance is shown for Coverages B and C in the Schedule above, Paragraphs E.3. and E.4. of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- **a.** For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- **b.** With respect to the Increased Cost of Construction:
  - (1) We will not pay for the increased cost of construction:
    - (a) Until the property is actually repaired or replaced, at the same or another premises; and
    - (b) Unless such repair or replacement is made within two years after our payment of the actual cash value of the property subject to the replacement cost coverage, if any, unless we extend the time period for good cause.
  - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

- (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- **F.** The terms of this endorsement apply separately to each building to which this endorsement applies.
- **G.** Under this endorsement we will not pay for loss due to any ordinance or law that:
  - 1. You were required to comply with before the loss, even if the building was undamaged; and
  - 2. You failed to comply with.
- H. Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage C of this endorsement: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$30,000 \div 100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

 $60,000 \times .30 = 18,000$ 

In this example, the most we will pay under this endorsement for the Coverage **C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

**Note:** The same procedure applies to losses under Coverages **A** and **B** of this endorsement.

**I.** The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

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

# ADDITIONAL COVERED PROPERTY

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

The following is withdrawn from PROPERTY NOT COVERED and added to COVERED PROPERTY:

## SCHEDULE\*

Prem. Bldg. No. No. Paragra

Paragraph Reference

Description of Property

Type of Property Coverage (Enter BUILDING or PERSONAL PROPERTY)

<sup>\*</sup> Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

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

# OUTDOOR TREES, SHRUBS AND PLANTS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE*								
Prem. No.	Bldg. No.		Limit Of	Insurance	Causes Of Loss Form	Vehicle	Additional	
		Each Tree	Each Shrub	Each Plant	All Items	Applicable	Exclusion	Premium
*Inforr	mation r	equired to c	omplete this Sc	hedule, if not s	shown on this	endorsement, wi	ll be shown in	the Declara-
ions.		-	•					

**A.** The following is added to **Covered Property:** 

Outdoor trees, shrubs and plants at locations described in the Schedule.

B. The following is deleted from Property Not Covered:

"Trees, shrubs or plants"

- **C.** The most we will pay for loss or damage to covered trees, shrubs and plants in any one occurrence is the Limit of Insurance for All Items, subject to the separate limit applicable to Each Tree, Shrub or Plant, shown in the Schedule.
- **D.** Outdoor trees, shrubs and plants are subject to all applicable provisions of the Causes Of Loss Form indicated in the Schedule, as well as to the following exclusions:

We will not pay for loss or damage to outdoor trees, shrubs or plants, caused by or resulting from any of the following:

- 1. Dampness or dryness of atmosphere;
- 2. Changes in or extremes of temperature; or
- 3. Rain, snow, ice or sleet.
- E. If the Vehicle Exclusion option is designated in the Schedule by an "X", we will not pay for loss or damage caused by vehicles to outdoor trees, shrubs or plants.

Policy Number 648102749									
COMMERCIAL GENERAL LIABILITY COVERAGE PART									
SUPPLEMENTAL DECLARATIONS Allstate Insurance Company									
Named Insured 4127 FLORIDA HOA Effective Date: 12-01-2015									
12:01 A.M., Standard Time									
Agent Name GOODS INS AGCY INC									
Item 1. Business Description: CONDO									
Item 2. Limits of Insurance	1								
Coverage			Limit of Liability						
Aggregate Limits of Liability	INC	LUDED	Products/Completed Operations Aggregate						
	\$	4,000,000	General Aggregate (other than Products/Completed Operations)						
Coverage A - Bodily Injury and Property Damage Liability	\$	2,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability						
Damage To Premises Rented To You	\$	100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability						
Coverage B - Personal and Advertising Injury Liability	\$	2,000,000	any one person or organization subject to the General Aggregate Limits of Liability						
Coverage C - Medical Payments	\$	5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability						
Item 3. Retroactive Date (Not Applicable in	New Yo	rk)							
Coverage A of this Insurance does not Retroactive Date, if any, shown here:	apply to		property damage" which occurs before the						
		(Enter Date or "Nor	ne" if no Retroactive Date applies)						
Item 4. Form of Business and Location of Premises Forms of Business: LIMITED LIABILITY COMPANY Location of All Premises You Own, Rent or Occupy:									
See Schedule of Locations									
Item 5. Forms and Endorsements Form(s) and Endorsement(s) made a part of	this noti	cy at time of issue:							
Form(s) and Endorsement(s) made a part of this policy at time of issue: See Schedule of Forms and Endorsements									
Item 6. Premiums									
Coverage Part Premium: \$ 703.00									
Other Premium:			• • • • • • •						
Total Premium:			\$ 703.00						
	Y DECLAF	RATIONS CONTAINING THE	E NAME OF THE INSURED AND THE POLICY PERIOD.						

Policy Number 648102749						
		COMMERCIAL GENERAL LIABILITY C	OVERAGE SCHEDULE			
		Allstate Insurance C	Company			
Named Insur	<b>ed</b> 4127 FI	ORIDA HOA	Effective Date	e: 12-01-15 Standard Time		
Agent Name	GOODS INS	AGCY INC				
	ation of Premis					
	All Premises Yo chedule of Loc	ou Own, Rent or Occupy: a <b>tions</b>				
Code No.	Premium Bas		Premises	/ Operations		
49950	Flat Char	rge				
Location	ALL	Exposure	Rate	Premium		
<b>Classification</b> : Additiona	: al Insure	d		\$ 25.00		
			Products/Com	pleted Operations		
			Rate	Premium		
Code No.	Premium Bas	sis	Premises / Operations			
73143	Number of	f Units				
Location	ALL	Exposure 10	Rate	Premium		
<b>Classification</b> : Board of	: Managers	Liability		\$ 66.00		
Dourd of	managerb		Products/Completed Operations			
			Rate	Premium		
Code No.	Premium Bas	sis	Premises	/Operations		
6601	Number o:	f Employees	Premises / Operations			
Location	ALL	<b>Exposure</b> 0 - 25	Rate	Premium		
<b>Classification</b> : Employee	: Non-Owne	d Auto Liability		\$ 112.00		
		-	Products/Com	pleted Operations		
			Rate	Premium		
Code No.	Premium Bas	sis	Premises	/ Operations		
62003	Units			oporatione		
Location	001/001	Exposure 10	Rate	Premium		
Classification: CONDOMIN	IUMS - RE	SIDENTIAL -	50.026	\$ 500.00		
(ASSOCIAT	TION RISK S-COMPLET	ONLY) ED OPERATIONS ARE	Products/Completed Operations			
SUBJECT '	TO THE GE	NERAL AGGREGATE LIMIT)	Rate	Premium		
				INCL		

# CONDOMINIUM AND COOPERATIVE ASSOCIATIONS BOARD OF MANAGERS LIABILITY COVERAGE FORM SCHEDULE

- Insurance is provided subject to the limits of insurance and the deductible inserted below.
   Refer to SECTION III LIMITS OF INSURANCE and to item 4. Deductible of SECTION I COVERAGES of the coverage form for the application of these limits and the deductible.
- 2. Limits of Insurance

Limits of Insurance	Deductible Amount
\$ 2,000,000 EACH WRONGFUL ACT	\$500 EACH WRONGFUL ACT
\$ 4,000,000 AGGREGATE	

3. Retroactive Date

This insurance does not apply to any "claim" from a "wrongful act" that occurred before the Retroactive Date, if any, shown below:

RETROACTIVE DATE:

\_12/01/2013

AL CW 26 11 09

## EMPLOYER'S NON-OWNERSHIP AUTOMOBILE HIRED AUTOMOBILE LIABILITY COVERAGE FORM

# THIS FORM IS SUBJECT TO THE DECLARATIONS AND THE APPLICABLE GENERAL CONDITIONS, SCHEDULE AND ENDORSEMENTS OF THE POLICY THAT IT IS PART OF.

## SCHEDULE

Coverage	Additional Premium
a. Employer's Non-Ownership Liability	\$ 112.00
b. Hired Automobile Liability	NOT INCLUDED

## SECTION I - COVERAGES

#### 1. Insuring Agreement

Insurance is provided only for the following coverages for which a specific premium charge is shown in the Schedule.

#### a. Employer's Non-Ownership Automobile Liability

"We" will pay all sums an "Insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" that occurs in the "coverage territory" and resulting from "autos" "you" do not own, lease, hire, rent or borrow that are used in connection with "your" business. This includes "autos" owned by "your" "employees" or partners or members of their households but only while used in "your" business or "your" personal affairs.

#### b. Hired Automobile Liability

"We" will pay all sums an "Insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" that occurs in the "coverage territory" and resulting from the maintenance or use of a "hired auto" by "you" or "your" "employees" in the course of "your" business.

The following applies to each coverage for which a premium charge is shown in the Schedule:

"We" have the right and duty to defend any "suit" asking for these damages. However, "we" have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this coverage form. "We" may investigate and settle any claim or "suit" as "we" consider appropriate. "Our" duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 2. Exclusions

This insurance does not apply to:

#### a. Expected or intended injury

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"Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured".

## b. Contractual Liability

Liability assumed under any contract or agreement.

But, this exclusion does not apply to liability for damages:

- Assumed in a contract or agreement that is an "Insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "Insured" would have in the absence of the contract or agreement.

#### c. Workers' Compensation

Any obligation for which the "Insured" or the "Insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### d. Employee Indemnification and Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "Insured" arising out of and in the course of:
  - a. Employment by the "Insured"; or
  - b. Performing the duties related to the conduct of the "Insured's" business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether or not the "Insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "Insured" under an "Insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### e. Fellow Employee

"Bodily injury" to any fellow "employee" of the "Insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of "your" business.

## f. Care, Custody or Control

"Property damage" to property owned or transported by the "Insured" or in the "Insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

## g. Handling of Property

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"Bodily injury" or "property damage" resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the "Insured" for movement into or onto the covered "auto"; or
- (2) After it is moved from the covered "auto" to the place where it is finally delivered by the "Insured".

#### h. Movement of Property by Mechanical Device

"Bodily injury" or "property damage" resulting form the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### i. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- (1) Any equipment listed in paragraphs f. (2) and f. (3) of the definition of "mobile equipment"; or
- (2) Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

## j. Completed Operations

"Bodily injury" or "property damage" arising out of "your" work after that work has been completed or abandoned.

In this exclusion, "your" work means:

- (1) Work or operations performed by "you" or on "your" behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

"Your" work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs (1) or (2) above.

"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 site has been completed if "your" contract calls for work at more than one 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.

#### k. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants";
  - (a) That are, or that are contained in any property that is:

- i. Being transported or towed by, or handled for movement into, onto or from, the covered "auto";
- ii. Otherwise in the course of transit by or on behalf of the "Insured"; or
- iii. Being stored, disposed of, treated or processed in or upon the covered "auto", or
- (b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Insured" for movement into or onto the covered "auto"; or
- (c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "Insured".
- (2) Any loss, cost or expense arising out of any governmental direction or request that "you" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Paragraph 1. (a) above does not apply to fuels, lubricants, fluids, exhaust gasses or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs f. (2) and f. (3) of the definition of "mobile equipment".

Paragraphs 1. (b) and 1. (c) of this exclusion do not apply if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- I. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by government authority in hindering or defending against any of these.

## m. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## 3. Supplementary Payments

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"We" will pay for the "Insured":

- a. All expenses "we" incur.
- b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" "we" cover. "We" do not have to furnish these bonds.
- c. The cost of bonds to release attachments in any "suit" "we" defend, but only for bond amounts within "our" Limit of Insurance.
- d. All reasonable expenses incurred by the "Insured" at "our" request, including actual loss of earnings up to \$ 250 a day because of time off from work.
- e. All costs taxed against the "Insured" in any "suit" "we" defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "Insured".
- f. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" "we" defend; but "our" duty to pay interest ends when "we" have paid, offered to pay or deposited in court the part of the judgment that is within "our" Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### 4. Out of State Coverage Extensions

While a covered "auto" is away from the state where it is licensed, "we" will:

- a. Increase the Limit of Insurance for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- b. Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.

"We" will not pay anyone more than once for the same elements of "loss" because of these extensions.

## SECTION II – WHO IS AN INSURED

- 1. Each of the following is an "Insured" under this insurance to the extent set forth below:
  - a. "You".
  - b. For Non-ownership Automobile Liability coverage, any of "your" partners or executive officers, but only while such "non-owned auto" is being used in "your" business.
  - c. For Hired Automobile Liability coverage, any other person using a "hired auto" with "your" permission.
  - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an "Insured" under a. or b. above.
- 2. None of the following is an "Insured":
  - a. Any person engaged in the business of his or her employer with respect to bodily injury to any co-"employee" of such person injured in the course of employment.
  - b. Any partner or executive office with respect to any "auto" owned by such partner or officer or a member of his or her household.

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- c. Any person while employed in or otherwise engaged in duties in connection with an auto business, other than an auto business "you" operate.
- d. For Non-ownership Automobile Liability coverage, the owner of a "non-owned auto" or any agent or employee of any such owner.
- e. For Hired Automobile Liability coverage, the owner or lessee (of whom "you" are a sublessee) of a "hired auto" or any agent or "employee" of such owner or lessee.
- f. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a "Named Insured" in the Declarations.

## SECTION III - LIMITS OF INSURANCE

Regardless of the number of "autos" to which this insurance applies, "Insureds", premiums paid, claims made or vehicles involved in the "accident", the most "we" will pay for all damages resulting form any one "accident" is the Limit of Insurance for Liability Coverage shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting form one "accident".

## SECTION IV – ADDITIONAL CONDITIONS

#### 1. Duties in the Event of "Accident", Claim, "Suit" or "Loss"

- a. In the event of "accident", claim, "suit" or "loss", "you" must give "us" or "our" authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "Insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, "you" and any other involved "Insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without "our" consent, except at the "Insured's" own cost.
  - (2) Immediately send "us" copies of any demand, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with "us" in the investigation, settlement or defense of the claim or "suit".
- c. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "Insured" who is seeking coverage or against whom a claim or "suit" is brought.

## 2. Legal Action Against Us

No one may bring a legal action against "us" under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. "We" agree in writing that the "Insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring "us" into an action to determine the "Insured's" liability.

## 3. Transfer of Rights of Recovery Against Others to Us

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If any person or organization to or for whom "we" make payment under this coverage form has rights to recover damages from another, those rights are transferred to "us". That person or organization must do everything necessary to secure "our" rights and must do nothing after "accident" or "loss" to impair them.

## 4. Bankruptcy

Bankruptcy or insolvency of the "Insured" or the "Insured's" estate will not relieve "us" of any obligations under this coverage form.

## 5. Other Insurance

Under Non-ownership Automobile Liability coverage, for any covered "auto" "you" don't own, the insurance provided by this coverage form is excess over any valid and collectible insurance available to the "Insured".

Under Hired Automobile Liability coverage, for any "hired auto", the insurance provided by this coverage form is excess over any valid and collectible insurance available to the "Insured".

#### SECTION V – DEFINITIONS

- 1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- 2. "Auto" means:
  - a. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **3. 'Bodily injury'** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- 4. **'Coverage territory''** means the United States of America (including its territories and possessions), Puerto Rico and Canada.
- 5. 'Employee'' includes a "leased worker". 'Employee'' does not include a "temporary worker".
- 6. "Hired auto" means only those "autos" "you" lease, hire or borrow. This does not include any "auto" "you" lease, hire, rent or borrow from any of "your" "employees" or partners or members of their households, or from any of "your" partners or executive officers.
- 7. "Insured" means any person or organization qualifying as an "Insured" in SECTION II, WHO IS AN INSURED provision.
- 8. 'Insured contract'' means
  - a. A lease of premises:
  - b. A sidetrack agreement;
  - c. Any easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. That part of any other contract or agreement pertaining to "your" business (including an indemnification of a municipality in conjunction with work performed for a municipality) under which "you" assume the tort liability of another to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- f. For Hired Automobile Liability coverage, that part of any contract or agreement entered into, as part of "your" business, pertaining to the rental or lease, by "you" or any of "your" "employees", of any "auto". However, such contract or agreement shall not be considered an "Insured contract" to the extent that it obligates "you" or any of "your" "employees" to pay for "property damage" to any "auto" rented or leased by "you" or any of "your" "employees".

An "Insured contract" does not include that part of any contract or agreement:

- i. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- ii. That pertains to the loan, lease or rental of an "auto" to "you" or any of "your" "employees", if the "auto" is loaned, leased or rented with a driver; or
- iii. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for "your" use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- 9. "Leased worker" means a person leased to "you" by a labor firm under an agreement between "you" and the labor leasing firm to perform duties related to the conduct of "your" business. "Leased worker" does not include "temporary worker".
- 10. 'Loss' means direct and accidental loss or damage.
- **11**. **'Mobile equipment''** means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises "you" own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scraper or rollers.
  - e. Vehicles not described in paragraphs a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers.

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- f. Vehicles not described in paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, Geophysical exploration, lightning or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 12. "Named Insured" shall be only the "Insured" named in the Declarations.
- **13. 'Non-owned auto'** means any "auto" "you" do not own, lease, hire or borrow which is used in connection with "your" business. However, if "you" are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.
- **14. 'Pollutants''** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 15. 'Property damage' means damage to or loss of use of tangible property.
- 16. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which "you" must submit or submit with "our" consent.
- **17**. **"Temporary worker"** means a person who is furnished to "you" as a substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- **18. 'Trailer''** includes semitrailer.
- 19. "We", "us" and "our" refer to the company providing this insurance.
- 20. 'You" and 'your" refer to the "Named Insured" shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	
CEOSD.NET 510	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- **B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY

**A.** The following exclusion is added:

This insurance does not apply to:

## TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

- The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- **2.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - **a.** Physical injury that involves a substantial risk of death; or

- **b.** Protracted and obvious physical disfigurement; or
- **c.** Protracted loss of or impairment of the function of a bodily member or organ; or
- 3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

- B. The following definitions are added:
  - 1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

- 2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - **b.** The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and

- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

**C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

## Allstate Insurance Company CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)

The Crime And Fidelity Coverage Part (Commercial Entities) consists of this Declarations Form and the Commercial Crime Coverage Form.

Coverage Is Written:

X Primary	Excess	Coindemnity	Concurrent	
Employee Benefit Pl	an(s) Included As Insu	ireds:		

Insuring Agreements		Of Insurance Occurrence		ble Amount
1. Employee Theft	\$	50,000	\$	250
2. Forgery Or Alteration	No	t Covered		
3. Inside The Premises – Theft Of Money And Securities	No	t Covered		
<ol> <li>Inside The Premises – Robbery Or Safe Burglary Of Other Property</li> </ol>	No	t Covered		
5. Outside The Premises	No	t Covered		
6. Computer Fraud	No	t Covered		
7. Funds Transfer Fraud	No	t Covered		
8. Money Orders And Counterfeit Money	No	t Covered		
If "Not Covered" is inserted above opposite any specified Insuring	Aaroomont o	uch Incuring Ac	roomont	and only

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

Insuring Agreement(s)	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
ndorsements Forming Part Of This Coverage Part When Is	sued:	

Cancellation Of Prior Insurance Issued By Us:

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

the cancellation to be effective at the time this Coverage Part becomes effective.

	Countersignature Of Authorized Representative		
Name:	GOODS INS AGCY INC		
Title:			
Signature:	GOODS INS AGCY INC		
Date:	09-17-15		

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

# INCLUDE DESIGNATED AGENTS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

## SCHEDULE

Capacity Of Agent	Limit Of Insurance
PROPERTY MANAGEMENT COMPANY	\$50,000

- The definition of "employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.
- 2. 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, the Termination As To Any Employee Condition applies individually to each of them.
- **3.** The most we will pay under this insurance for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit Of Insurance is part of, not in addition to, the Limit Of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.