

#### **COMMON POLICY DECLARATIONS**

## **Allstate Insurance Company**

2775 Sanders Road, Northbrook, IL 60062
A STOCK INSURANCE COMPANY

Item 1.	Named Insured ar	ad Mailina A	ddrooo	Agent	Name and Addre	ess	
4127 C/O C PO BO	FLORIDA HOA EOSD.NET 510 X 34398 IEGO CA 9216		udress	GOOD 8170	S INS AGCY LA MESA B ESA CA 919	INC LVD	
Item 2.	Policy Period	From:	12-01-2020	То:	12-01-202	1	
		at 12:01	A.M., Standard Time	at your	mailing address :	shown al	oove.
Item 3.	Business Descrip	tion: 10	UNIT CONDOMI	NIUM A	ASSOCIATION	,	
	Form of Business	: LIM	TED LIABILIT	Y CON	IPANY		
Item 4.	In return for the p provide the insure			bject to a	all the terms of the	is policy,	we agree with you to
This poli	icy consists of the foregraphic verage. This premium	ollowing co	verage parts for which subject to adjustment	ch a pre t.	mium is indicated	. Where	no premium is shown, there
	Coverage Part(s	)					Premium
Commer	rcial Property Cover	age Part				\$	2,216.00
Commer	rcial General Liability	y Coverage	Part			\$	740.00
Crime ar	nd Fidelity Coverage	e Part				\$	119.00
Commer	rcial Inland Marine C	Coverage Pa	art				
Commer	rcial Auto (Business	or Trucker	s) Coverage Part				
Commer	rcial Garage Covera	ge Part			· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
Terrorisi	m Risk Insurance Ad	ct Coverage					
				Total	Policy Premium	\$	3,075.00
Item 5.	Forms and Endor	sements					
Form(s)	and Endorsement(s	•	art of this policy at ti	me of is	sue:		

### SEE THE <u>IMPORTANT PAYMENT INFORMATION</u> FORM FOR DETAILS ABOUT PAYMENT OPTIONS

Countersigned:							
Date: _0	9-17-20	By:	GOODS INS	AGCY INC			
			Authorized Re	presentative			



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.



## Important Payment Information – Please Read Carefully.

### Total Premium for the Policy Period

If you pay in installments*	\$3,075.00
If you pay in full (includes FullPay® Discount)**	\$2,785.00

### Choose one of the following types of payment plans that best meets your needs:

- \* Pay in installments. You will be sent a bill each month. The minimum amount due on each billing statement will include a \$3.50 installment fee. The installment fee may vary by payment method see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.
- \*\* Pay your premium in full and receive the FullPay® Discount. The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To qualify for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

## Ways to pay

- Pay using the Allstate® Easy Pay Plan. You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount contact your Allstate representative.)
- Pay using Recurring Credit Card (RCC). You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$3.50 installment fee for each Recurring Credit Card payment.
- Call or Visit your Allstate Agent or Send by Mail. You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- On-Line Banking. Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

Note: If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.



BC11.1 3



**POLICY NUMBER: 648102749** 

MULTILINE AM CW 02 11 09

## WITNESS CLAUSE

IN WITNESS WHEREOF, Allsta and its President at Northbrook		used thi	s polic	y to be signed by its Secretary
Mary Macga	λìη		Th	Jomus Molsi-
Mary Jovita McGinn				Thomas J. Wilson
Secretary				President
Countersigned by:	OODS IN	S 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





#### SCHEDULE OF FORMS AND ENDORSEMENTS

## **Alistate Insurance Company**

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-20

12:01 A.M., Standard Time

## Agent Name GOODS INS AGCY INC

COMMON POLICY FOR		
DM CW 02 XM CW 13 AM CW 02 DM CW 12 DM CW 14 AM CW 01 IL 00 17 *IL 00 21 *AM CA 03 *IL 01 02 *IL 01 03 *IL 01 04 IL 02 70 *IL 09 35 IL 09 53	01-10 02-15 11-09 01-10 01-10 11-09 11-98 09-08 11-09 05-05 09-07 09-07 12-19 09-08 07-02 01-15	COMMON POLICY DECLARATIONS IMPORTANT PAYMENT INFORMATION WITNESS CLAUSE SCHEDULE OF FORMS AND ENDORSEMENTS SCHEDULE OF LOCATIONS AMENDATORY ENDORSEMENT COMMON POLICY CONDITIONS NUCLEAR ENERGY LIABILITY EXCLUSION ENDT CALIFORNIA INDEPENDENT COUNSEL ENDT CALIFORNIA CHANGES - ACTUAL CASH VALUE CALIFORNIA CHANGES - ACTUAL CASH VALUE CALIFORNIA CHANGES CA CHANGES - CANCELLATION & NONRENEWAL CALCULATION OF PREMIUM EXCL OF CERTAIN COMPUTER - RELATED LOSSES EXCL/CERT ACTS-TERROR; COV/FIRE LOSSES
PROPERTY FORMS AND		
DP CW 12 DP CW 22 *CP 00 17 *CP 00 90 AP CW 10 *HP CW 03 *CP 02 99 *CP 01 40 CP 04 46 CP 04 49 *CP 10 30 *CP 10 32 CP 14 10 CP 14 30	01-10 01-10 06-07 07-88 11-09 11-09 06-07 07-06 12-19 12-19 06-07 08-08 06-95 10-00	COMM PROPERTY COV PART SUPP DEC COMM PROPERTY COV PART EXT OF SUPP DEC CONDOMINIUM ASSOCIATION COVERAGE FORM COMMERCIAL PROPERTY CONDITIONS WATER DAMAGE ENDORSEMENT EQUIPMENT BREAKDOWN COVERAGE FORM CANCELLATION CHANGES EXCL OF LOSS DUE TO VIRUS OR BACTERIA CALIFORNIA - ORDINANCE OR LAW COVERAGE CALIFORNIA CHANGES-REPLACEMENT COST CAUSES OF LOSS - SPECIAL FORM WATER EXCLUSION ENDORSEMENT ADDITIONAL COVERED PROPERTY OUTDOOR TREES SHRUBS & PLANTS
GENERAL LIABILITY	FORMS AND END	OORSEMENTS
DL CW 22 DL CW 12 *CG 00 01 *CG 00 68 CG 21 32 AL CW 12 AL CW 26 *AL CW 11 *AL CW 01 *CG 20 04 CG 20 26 *CG 21 46 *CG 21 47 *CG 21 49 *CG 21 67 *CG 21 96	01-10 01-10 12-07 05-09 05-09 11-09 11-09 11-09 11-85 07-04 07-98 12-07 09-99 12-04 01-15	COMM GENERAL LIABILITY COVERAGE SUPP DEC COMM GENERAL LIABILITY COVERAGE SCHEDULE COMMERCIAL GENERAL LIABILITY COV FORM RECRDG AND DISTRB OF MATRL OR INFO EXCL COMMUNICABLE DISEASE EXCLUSION BOARD OF MANAGERS FORM SCHEDULE ENOC AND HIRED AUTO COVERAGE FORM BOARD OF MANAGERS COVERAGE FORM EXCLUSION ASBESTOS ADDL INSD-CONDOMINIUM UNIT OWNERS ADDL INSD-DESIGNATED PERSON/ORGANIZATION ABUSE OR MOLESTATION EXCLUSION EMPLOYMENT-RELATED PRACTICES EXCLUSION TOTAL POLLUTION EXCL ENDT FUNGI OR BACTERIA EXCLUSION EXCL CERTIF ACTS OF TERR & OTHR ACT O/S SILICA OR SILICA-RELATED DUST EXCLUSION



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#### SCHEDULE OF FORMS AND ENDORSEMENTS

## **Allstate Insurance Company**

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-20

12:01 A.M., Standard Time

Agent Name GOODS INS AGCY INC

\*CG 24 02 12-04 BINDING ARBITRATION

CRIME FORMS AND ENDORSEMENTS

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

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





## SCHEDULE OF LOCATIONS Allstate Insurance Company

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-20

12:01 A.M., Standard Time

Agent Name GOODS INS AGCY INC

Loc. Bldg. No. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
1 001	4127 FLORIDA ST, SAN DIEGO, CA 92104-1042	CONDO





COMMERCIAL AUTO
COMMERCIAL GENERAL LIABILITY
CRIME AND FIDELITY
COMMERCIAL PROPERTY
COMMERCIAL INLAND MARINE
COMMERCIAL LIABILITY UMBRELLA
COMMERCIAL EXCESS LIABILITY
XM CW 77 12 19

## <u>Important Notice – Customer-Requested Cancellation</u>

When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.5. of the Common Policy Conditions (IL 00 17). If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an administrative fee also known as a short-rate fee of 10% of the unearned premium.

The following is an **example** of the administrative fee calculation, when the refund is less than prorata:

An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. All state will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).

Annual Policy Premium: \$1,200 30 days of coverage

Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)

Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)

\$1,200 x .826 = \$991.00 Return Premium







#### 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:



All other policy terms, conditions, and exclusions apply.



## **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **B.** Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. Inspections And Surveys

- 1. We have the right to:
  - a. Make inspections and surveys at any time;

- Give you reports on the conditions we find;
   and
- **c.** Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



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

# CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:
  - 2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

#### 3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.



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- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your which representative, materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - (i) Place us in violation of California law or the laws of the state where we are domiciled: or
    - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise. which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation Common Policy Condition:** 

#### 7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part Farm Coverage Part - Farm Property - Farm

Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part -Causes Of Loss - Special Form; or
  - (2) Farm Coverage Part Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.



- d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:
  - (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect:
  - (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
  - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
- C. The following is added and supersedes any provisions to the contrary:

#### **Nonrenewal**

 Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### 2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

 a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.

- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.
  - However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:
  - (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
  - (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
  - (3) We have:
    - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
    - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and
    - the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.



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- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - Commercial Property Coverage Part Causes Of Loss – Special Form; or
  - (2) Farm Coverage Part Causes Of Loss Form Farm Property, Paragraph D. Covered Causes Of Loss Special.
- e. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
- (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

- 3. We are not required to send notice of nonrenewal in the following situations:
  - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
  - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



**POLICY NUMBER:** 

648102749

IL 09 53 01 15

#### 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
CA	Commercial Property Coverage Part
Information required to complete this Schedu	ile, 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.



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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.



#### **COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS**

Alistate insurance Company								
Named	Named Insured 4127 FLORIDA HOA Effective Date: 12-01-20							
12:01 A.M., Standard Time								
Agent Name GOODS INS AGCY INC								
Item 1.		ness Description: 10 UNIT CONDOM:	INIUM ASSOCIA	ATION				
Item 2.	Prer	nises Described: See Schedule of Location	ons		<del></del>			
Item 3.	\$500	Deductible unless otherwise indicated.						
Item 4.		erage Provided						
Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.			
001		BUILDING FRAME	\$ 1,425,360	SPECIAL				
	!		rovisions		<u> </u>			
X,	Agreed \	/alue: \$ 1,425,360 Expires: 12/01/2	1 X Replaceme	ent Cost				
	Busines	·	Period: Maximum	Actual Cash	Value			
		ecovery Period: Months or Days		x Inflation Gua	rd: 4 %			
		2,500 Earthquake Deductible:	% Exception	ليسسا	70			
		_,		•				
Loc.	Bldg.	Coverage	Limit of	Covered	Coins.			
No. 001	No. 001	FENCES & ARBORS	Insurance \$ 5,000	Causes of Loss SPECIAL	100			
	001	WOOD		SPECIAL	100			
			rovisions					
<u>                                   </u>	Agreed \	•	X Replaceme	ent Cost				
	Busines	Income Indemnity: Monthly Limit:	Period: Maximum	Actual Cash	Value			
		ecovery Period: Months or Days		Inflation Gua	rd: %			
Deduct	ible: \$	2,500 Earthquake Deductible:	% Exception	s				
	· ·							
Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.			
001	001	PROPERTY IN THE OPEN	\$ 17,000	SPECIAL	100			
	!	MSNRY, METAL, OTH N/C MTRIALS Other Po	rovisions	<u> </u>	L			
	Agreed \	The state of the s	X Replaceme	ent Cost				
	Business Income Indemnity: Monthly Limit: Period: Maximum Actual Cash Value							
		ecovery Period: Months or Days		Inflation Gua				
Deduct		2,500 Earthquake Deductible:	% Exception	lJ	70			
2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -								
Item 5.	Forr	ns and Endorsements						
		ndorsement(s) made a part of this policy at ti	me of issue:					
S	ee Sche	dule of Forms and Endorsements	- · · - · · · · · · · · · · · · · ·					





#### **COMMERCIAL PROPERTY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS**

## **Allstate Insurance Company**

Named Insured	4127	FLORIDA	HOA	
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Effective Date: 10.01

T Carrie	illouteu	4127 FLORIDA HOA			12:01 A.M., Stand	
Agent	Name ~	ODG TNG AGGY TVG			IZ.UT M.IVI., SIGHU	aru IIIIE
Item 4	L Cov	OODS INS AGCY INC erage Provided (applies only when a lin	nit is sh	own below)		
Loc.	Bldg.	Coverage	10 011	Limit of	Covered	Coins.
No.	No.			Insurance	Causes of Loss	
001	001	NURSERY STOCK IN THE OPEN		\$ 10,000	SPECIAL	100
		01	ther Pro	ovisions		•
	Agreed \	/alue: Expires:		X Replaceme	ent Cost	
	Business	Income Indemnity: Monthly Limit:	F	Period: Maximum	Actual Cash	Value
Exten	sion of Re	covery Period: Months or	Days		Inflation Gua	rd: %
Deduc	tible: \$			% Exceptions	s	
Loc.	Bldg.	Coverage		Limit of	Covered	Coins.
No.	No.			Insurance	Causes of Loss	
					<u> </u>	
<del></del>	1	* - · · · · · · · · · · · · · · · · · ·	ther Pro	ovisions		<del></del>
<u>                                    </u>	Agreed \	/alue: Expires:		Replaceme	ent Cost	
	Business	Income Indemnity: Monthly Limit:	F	Period: Maximum	Actual Cash	Value
Exten	sion of Re	covery Period: Months or	Days		Inflation Gua	rd: %
Deduc	tible:	Earthquake Deductible:	•	% Exceptions	S	
		·		•		
Loc.	Bldg.	Coverage		Limit of	Covered	Coins.
No	_No	<b>2010.ug</b> 5		Insurance	Causes of Loss	00110.
<u> </u>	<u> </u>	***************************************	ther Pro	ovisions		
	Agreed \	/alue: Expires:		Replaceme	ent Cost	
	Business	Income Indemnity: Monthly Limit:	F	Period: Maximum	Actual Cash	Value
Exten	sion of Re	covery Period: Months or	Days		Inflation Gua	rd: %
Deduc		Earthquake Deductible:	-	% Exceptions		· -
		·		•		
Loc.	Bldg.	Coverage		Limit of	Covered	Coins.
No.	No.	7010.490		Insurance	Causes of Loss	00110.
						<u> </u>
		· · · · · · · · · · · · · · · · · · ·	ther Pro	ovisions		
	Agreed \	/alue: Expires:		Replaceme	ent Cost	
	Business	Income Indemnity: Monthly Limit:	F	Period: Maximum	Actual Cash	Value
Exten	sion of Re	covery Period: Months or	Days		Inflation Gua	
Deduc		Earthquake Deductible:		% Exceptions		
		·		= <b></b>		

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



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POLICY NUMBER: 648102749

## **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**

Premise Annual Aggregate Limit Of Insurance
\$ 100,000.00

- I. The following changes apply to: BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CP 00 10:
  - 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
    - 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 breakdown 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:
    - 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:
  - 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:
    - q. Water
      - 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.



**POLICY NUMBER:** 

648102749

#### 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**

Building Number/ Premises Number	Coverage A	Coverage B Limit Of Insurance	Coverage C Limit Of Insurance	Coverages B And C Combined Limit Of Insurance
001/001	$\boxtimes$	\$50,000	\$50,000	
Post-Loss Ord	linance Or Law Option:	Yes No		
	Combined Limit of Insura e Coverages is not applic		of Insurance are sele	ected for Coverages B and C
Information requ	uired to complete this Sch	nedule, if not shown ab	ove, will be shown in	the Declarations.

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 applies with respect to an ordinance or law that regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises, subject to the following:

 The requirements of the ordinance or law are in force at the time of loss. But if the Post-Loss Ordinance Or Law Option is indicated in the Schedule as being applicable, then Paragraph B.2. applies instead of this Paragraph B.1.

- 2. The requirements of the ordinance or law are in force at the time of loss; or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- 3. 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.



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- 4. Coverage under this endorsement applies only if:
  - a. The building sustains only direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with 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 as a result of the building damage in its entirety, you are required to comply with the ordinance or law

However, there is no coverage under this endorsement 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, even if the building has also sustained covered direct physical damage.

5. If coverage applies under this endorsement based on the terms of Paragraph B.4.b., 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.

(Paragraph F. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with 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.

- 6. We will not pay under this endorsement for:
  - a. Enforcement of or compliance with 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
  - b. The costs associated with the enforcement of or compliance with 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.

7. We will not pay under this endorsement for any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.

#### C. 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 a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit Of Insurance applicable to such building as shown in the Declarations or addressed elsewhere in this policy. 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 a requirement to comply with 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:
  - 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 a requirement to comply with the minimum standards 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 Paragraph C.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 Paragraph C.3.a.:
  - 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.

#### D. Loss Payment

- All following loss payment provisions, D.2. through D.5., are subject to the apportionment procedures set forth in Paragraph B.5. 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 such building 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 such 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 applicable to such building as shown in the Declarations or addressed elsewhere in this policy. (If this policy is endorsed to cover Earthquake and/or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply.)
- b. If the Replacement Cost Coverage Option applies and such building 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 such building at the time of loss; or
  - (2) The Limit Of Insurance applicable to such building as shown in the Declarations or addressed elsewhere in this policy. (If this policy is endorsed to cover Earthquake and/or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply.)
- Unless Paragraph D.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:

- 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.



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- Unless Paragraph D.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:
    - Until the building is actually repaired or replaced, at the same or another premises; and
    - (2) Unless such repair or replacement is made within:
      - (a) 36 months:
        - (i) After our payment of the actual cash value of the building subject to the replacement cost coverage, if any; and
        - (ii) If the loss or damage relates to a state of emergency under California Law; or
      - (b) 12 months after our payment for actual cash value in all other cases.

The following provision applies to real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit:

If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond your control, we shall provide one or more additional extensions of six months for good cause. Circumstances beyond your control include, but are not limited to:

- (a) Unavoidable construction permit delays;
- (b) The lack of necessary construction materials; or
- (c) The unavailability of contractors to perform the necessary work.
- 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:
  - The increased cost of construction at the same premises; or
  - (2) The applicable Limit Of Insurance shown for Coverage C in the Schedule.

- 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.
- 5. If a Combined Limit Of Insurance is shown for Coverages B and C in the Schedule, Paragraphs D.3. and D.4. 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. 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 building is actually repaired or replaced, at the same or another premises; and
    - (b) Unless such repair or replacement is made within:
      - (i) 36 months:
        - After our payment of the actual cash value of the building subject to the replacement cost coverage, if any, and
        - ii. If the loss or damage relates to a state of emergency under California Law; or
      - (ii) 12 months after our payment for actual cash value in all other cases.



The following provision applies to real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit:

If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond your control, we shall provide one or more additional extensions of six months for good cause. Circumstances beyond your control include, but are not limited to:

- (i) Unavoidable construction permit delays;
- (ii) The lack of necessary construction materials; or
- (iii) The unavailability of contractors to perform the necessary work.
- (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.
- E. The terms of this endorsement apply separately to each building to which this endorsement applies.
- F. Example of proportionate loss payment for Ordinance Or Law Coverage Losses (procedure as set forth in Paragraph B.5.)

#### 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.

G. 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.

## CALIFORNIA CHANGES - REPLACEMENT COST

This endorsement modifies insurance provided under the following:

#### COMMERCIAL PROPERTY COVERAGE PART

- A. An "open policy" is a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation. The term "open policy" does not apply to Covered Property that is subject to an Agreed Value clause or similar clause that establishes an agreed value prior to loss, unless such clause has expired.
- B. Under an "open policy", when the Replacement Cost Optional Coverage (Replacement Cost) is shown as applicable in the Declarations, that Coverage is replaced by the following:

#### **Replacement Cost**

- Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of the applicable Coverage Form.
- 2. This Optional Coverage does not apply to:
  - a. Personal property of others;
  - b. Contents of a residence;
  - Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-abrac; or
  - d. "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- 3. We will not pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced. Prior to such repair or replacement, and in accordance with the terms of the applicable Loss Payment conditions in this policy, we will pay the actual cash value of the lost or damaged property as described in Paragraph 4. below. If the actual cash value does not exhaust the applicable Limit of Insurance, we will then pay the difference between the actual cash value and the replacement cost, provided that the repair or replacement is completed:
  - a. Within 12 months after our payment of the actual cash value; or
  - b. Within 36 months after we pay the actual cash value if the loss or damage relates to a state of emergency under California Law.

The following provision applies to real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit:



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If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond your control, we shall provide one or more additional extensions of six months for good cause. Circumstances beyond your control include, but are not limited to:

- a. Unavoidable construction permit delays;
- The lack of necessary construction materials: or
- **c.** The unavailability of contractors to perform the necessary work.

The foregoing provisions do not constitute a waiver of our right to deny the claim for any valid reason or to restrict payment in cases of suspected fraud.

- 4. Actual cash value is determined as follows:
  - a. In the event of a total loss to a building or structure, actual cash value is calculated as the Limit of Insurance applicable to that building or structure or the fair market value of the building or structure, whichever is less.
  - b. In the event of a partial loss to a building or structure, actual cash value is calculated as b.(1) or b.(2), whichever is less:
    - (1) The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of the loss;
    - (2) The Limit of Insurance applicable to the property.

- c. In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as c.(1) or c.(2), whichever is less:
  - (1) The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss;
  - (2) The Limit of Insurance applicable to the property.
- **5.** With respect to tenants' improvements and betterments, the following also apply:
  - a. If the property is not repaired or replaced, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of the applicable Coverage Form.
  - b. We will not pay for loss or damage to tenants' improvements and betterments if others pay for repair or replacement.
- 6. We will not pay more for loss or damage on a replacement cost basis than the least of a., b. or c., subject to 7. below:
  - a. The Limit of Insurance applicable to the lost or damaged property;
  - **b.** The cost to replace the lost or damaged property with other property:
    - (1) Of comparable material and quality; and
    - (2) Used for the same purpose; or
  - c. The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **6.b.** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.



The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

## C. Extension Of Replacement Cost To Personal Property Of Others

- Under an "open policy", when the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph B.2.a. of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- 2. With respect to replacement cost on the personal property of others, the following limitation applies:
  - If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.





POLICY NUMBER: 648102749

#### 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\*

Type of Property Coverage (Enter

**BUILDING or PERSONAL** 

PROPERTY)

Bldg. No.

Prem.

No.

Paragraph Reference

**Description of Property** 



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**POLICY NUMBER: 648102749** 

#### 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. Bl					Causes Of Loss Form	Vehicle	Additional	
		Each Tree	Each Shrub	Each Plant	All Items	Applicable	Exclusion	Premium
*Informations.	tion re	equired to c	omplete this Sc	hedule, if not s	shown on this	endorsement, wi	ll be shown in	the Declara-

- 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.



Insured Full Copy



#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART** SUPPLEMENTAL DECLARATIONS

### Alistate Insurance Company

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-2020

12:01 A.M., Standard Time

Agent Name GOODS INS AGCY INC

Item 1. Business Description: 10 UNIT CONDOMINIUM ASSOCIATION

Coverage			Limit of Liability			
Aggregate Limits of Liability		INCLUDED		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		

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

(Enter Date or "None" 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 policy at time of issue:

See Schedule of Forms and Endorsements

Item 6. Premiums

Coverage Part Premium: 740.00

Other Premium:

**Total Premium:** 740.00



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



# COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE Allstate Insurance Company

Named Insured 4127 FLORIDA HOA

Effective Date: 12-01-20 12:01 A.M., Standard Time

	GOODS INS		<del></del>			
	cation of Premise					
	Schedule of Loca					
Code No. 49950	Premium Bas		Premises	/Operations		
	Flat Char	<del></del>	Data	D		
Location Classification	ALL	Exposure	Rate	Premium		
	nal Insure	d		\$ 25.00		
			Products/Com	pleted Operations		
			Rate	Premium		
Code No.	Premium Bas	sis	Premises	/Operations		
73143	Number of	f Units	Premises/Operations			
Location	ALL	Exposure 10	Rate	Premium		
	<del></del>		Rate	Premium		
Code No.	Premium Bas		Premises	/Operations		
6601 Number of Employees			<del></del>	· <u>-</u>		
Location Classification	ALL	Exposure 0 - 25	Rate	Premium		
		d Auto Liability		\$ 118.00		
			Products/Completed Operations			
i			Rate	Premium		
Code No.	Premium Bas	sis	Premises	/Operations		
62003	Units	······································		/ Operations		
Location	001/001	Exposure 10	Rate	Premium		
Classification CONDOMIN	NIUMS - RES	SIDENTIAL -	52.658	\$ 527.00		
(PRODUCT	ATION RISK TS-COMPLET	ED OPERATIONS ARE	Products/Completed Operations			
SUBJECT TO THE GENERAL AGGREGATE LIMIT)			Rate	Premium		



81,114-3

INCL



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

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

#### 2. Exclusions

This insurance does not apply to:

#### Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

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

#### 2. Exclusions

This insurance does not apply to:

#### Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- Failure to prevent the spread of the disease;
- **d.** Failure to report the disease to authorities.



BU114-3



POLICY NUMBER:

648102749

Commercial General Liability
AL CW 12 11 09

## 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
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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	\$ 118.00	
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



"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:



- 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.

#### l. 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" I 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



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
- 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.
- "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
- '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.
- "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;
- 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:
  - 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, furnes, 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.





**POLICY NUMBER: 648102749** 

#### 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.





POLICY NUMBER: 648102749

CRIME AND FIDELITY DC CW 01 01 10

# 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 Plan(s) Included As Insureds: Limit Of Insurance **Deductible Amount** Per Occurrence Per Occurrence **Insuring Agreements** 1. Employee Theft 50,000 250 2. Forgery Or Alteration Not Covered 3. Inside The Premises - Theft Of Money And Not Covered **Securities** 4. Inside The Premises — Robbery Or Safe Burglary Not Covered Of Other Property 5. Outside The Premises Not Covered 6. Computer Fraud \$ 50,000 \$ 250 7. Funds Transfer Fraud \$ 50,000 \$ 250 8. Money Orders And Counterfeit Money Not Covered If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted. If Added By Endorsement: Limit Of Insurance **Deductible Amount** Insuring Agreement(s) Per Occurrence Per Occurrence Endorsements Forming Part Of This Coverage Part When Issued:



SEE SCHEDULE OF FORMS AND ENDORSEMENTS



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:

09-17-20



**POLICY NUMBER: 648102749** 

#### 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
Information required to complete this Schedule, if not shown	

- 1. 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.



Insured Full Copy

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CUSTOMER NUMBER: 379763

SEP 2 9 2020

RUN DATE: 09-17-20

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

# Go green. Go paperless.

Switch to **Paperless Delivery**\* and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account** on Allstate.com

\*State exceptions may apply





#### 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.





# **Agreed Value Important Notice**

This notice does not afford any coverages, change any conditions or exclusions.

All policy provisions and conditions apply, please read your policy carefully.

This policy is written on an Agreed Value basis. Under this optional coverage, the Coinsurance Clause is suspended for insureds who agree to carry a limit of insurance equal to at least 80% (for specific insurance) or 90% (for blanket insurance) of the value of their property.

For the Agreed Value provision to apply the insured needs to verify the values with Allstate. The values must be the full actual cash values (or replacement cost values if the Replacement Cost Option Coverage applies) and must be verified annually by the insured.

The Agreed Value period is for one year. Once the values have been agreed to, the values will be in effect from the effective date of the policy to the expiration date of the policy as listed on the Declaration Page. Should a change be done mid-term, those values would be in effect from the date of the change until the expiration date.

By paying the premium for this policy, you are agreeing to the values stated on the Declaration Page. If the values do not meet the requirements, please contact your agent to adjust the values appropriately.



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