



CUSTOMER NUMBER: 323353

RUN DATE: 06-19-23

WOOD RIVER INSURANCE  
410 N MAIN ST  
HAILEY, ID 83333-8416

WOOD RIVER INSURANCE  
410 N MAIN ST  
HAILEY, ID 83333-8416

# 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](https://www.allstate.com)

\*State exceptions may apply



BU114-3

10D002306196486675790101000010001037

Insured Full Copy



CUSTOMER NUMBER: 323353

RUN DATE: 06-19-23

WOOD RIVER INSURANCE  
410 N MAIN ST  
HAILEY, ID 83333-8416

TRAIL CREEK PLACE HOA  
PO BOX 1234  
KETCHUM, ID 83340

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on Allstate.com

\*State exceptions may apply



BU114-3



IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD, SUITE D2W  
NORTHBROOK, IL 60062

DATE: 06/19/2023

TRAIL CREEK PLACE HOA  
PO BOX 1234  
KETCHUM ID 83340

POLICY NUMBER: 648667579  
EFFECTIVE DATE OF RENEWAL: 08/15/2023

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

WOOD RIVER INSURANCE  
410 N MAIN ST  
HAILEY ID 83333-8416  
(208)788-1100





ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD  
BUILDING D2W  
NORTHBROOK IL 60062

## NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: D1813

TRAIL CREEK PLACE HOA  
PO BOX 1234  
KETCHUM ID 83340

WOOD RIVER INSURANCE  
410 N MAIN ST  
HAILEY ID 83333-8416

Policy No.: 648667579  
Type of Policy: COMMERCIAL PACKAGE POLICY  
Date of Expiration: 08/15/2023; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following:

Based upon the underwriting information we have at this time, the renewal premium will be \$7088

Named Insured

TRAIL CREEK PLACE HOA  
PO BOX 1234  
KETCHUM ID 83340

Date Mailed:  
8th day of July, 2023

AUTHORIZED REPRESENTATIVE







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

Dear Valued Customer,

**Here's Your Allstate Business Insurance Renewal Offer**

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

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

**What's In This Package?**

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

**Your Billing And Renewing**

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

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

**Have Questions?**

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

**We Appreciate Your Business**

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

Sincerely,

Ryan Michel  
President  
Allstate Business Insurance  
Allstate Insurance Company

Enclosures



XM CW 02 05 22

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

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

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

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

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### BROADENINGS OF COVERAGE

#### COMPUTER AND FUNDS TRANSFER FRAUD INSURING AGREEMENT

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

#### DEFINITION OF "FRAUDULENT INSTRUCTION"

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

### REDUCTIONS OF COVERAGE

#### AUTHORIZED ACCESS EXCLUSION

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

#### EXCHANGES OR PURCHASES EXCLUSION

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

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## **TRANSFER OR SURRENDER OF PROPERTY EXCLUSION**

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

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## IMPORTANT INFORMATION TO POLICYHOLDERS

We know that from time to time you may have questions and concerns about your Allstate policy and coverage. If that occurs, we want you to have the appropriate contact information for addressing those concerns. With that in mind, we have included some important addresses and phone numbers below.

You can always contact your Allstate agent with questions or concerns related to your policy or coverage:

Agency/Agent Name:  
Address:  
City:  
State:  
Telephone No.:

If you prefer, you may also contact Allstate directly at:

Allstate Insurance Company  
2775 Sanders Road, D2W  
Northbrook, IL 60062  
1-855-552-6636

If neither your Allstate agent nor an Allstate representative at the offices listed above can resolve your question or concern, you should feel free to contact the Idaho Department of Insurance and ask to speak to a Consumer Affairs Officer:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3<sup>rd</sup> Floor  
P.O. Box 83720  
Boise, ID 83720-0043

1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

Thank you for purchasing insurance protection from us. We want you to be completely satisfied and trust that we will exceed your expectations.



**Policy Number**  
**648667579**

**COMMON POLICY DECLARATIONS**  
**Allstate Insurance Company**  
 2775 Sanders Road, Northbrook, IL 60062  
**A STOCK INSURANCE COMPANY**

<b>Item 1. Named Insured and Mailing Address</b>	<b>Agent Name and Address</b>
TRAIL CREEK PLACE HOA PO BOX 1234 KETCHUM ID 83340	WOOD RIVER INSURANCE 410 N MAIN ST HAILEY ID 83333-8416
<b>Item 2. Policy Period</b> From: 08-15-2023 To: 08-15-2024	
at 12:01 A.M., Standard Time at your mailing address shown above.	
<b>Item 3. Business Description:</b> Form of Business: ASSOCIATION	
<b>Item 4.</b> In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.	
This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
<b>Coverage Part(s)</b>	<b>Premium</b>
Commercial Property Coverage Part	\$ 6,599.00
Commercial General Liability Coverage Part	\$ 378.00
Crime and Fidelity Coverage Part	\$ 22.00
Commercial Inland Marine Coverage Part	
Commercial Auto (Business or Truckers) Coverage Part	
Commercial Garage Coverage Part	
Terrorism Risk Insurance Act Coverage	\$ 89.00
<b>Total Policy Premium</b>	<b>\$ 7,088.00</b>
<b>Item 5. Forms and Endorsements</b>	
Form(s) and Endorsement(s) made a part of this policy at time of issue: <b>See Schedule of Forms and Endorsements</b>	

**SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS**

Countersigned:

 Date: 06-19-23

 By: WOOD RIVER INSURANCE  
 Authorized Representative


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

## Important Payment Information – Please Read Carefully.

### Total Premium for the Policy Period

<b>If you pay in installments*</b>	\$ 7,088.00
<b>If you pay in full (includes FullPay® Discount)**</b>	\$ 6,436.00

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 \$6.00 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.

**Late Fee** – A \$15.00 late fee may be assessed if payment is received after due date.

**Policy Fee** – A policy fee of \$30.00 may be applied to the policy at the beginning of each policy period.

If fees are not paid, action may be taken up to termination of the policy for non-payment.

## 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 \$6.00 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.**

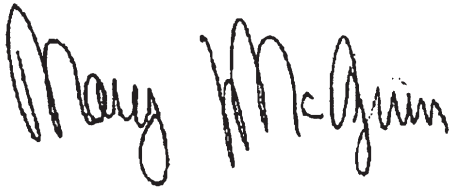


POLICY NUMBER: 648667579

**MULTILINE**  
**AM CW 02 11 09**

**WITNESS CLAUSE**

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



Mary Jovita McGinn

Secretary



Thomas J. Wilson

President

Countersigned by : WOOD RIVER INSURANCE, 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**



**Policy Number**  
**648667579**
**SCHEDULE OF FORMS AND ENDORSEMENTS**
**Allstate Insurance Company**

Named Insured TRAIL CREEK PLACE HOA

Effective Date: 08-15-23

12:01 A.M., Standard Time

Agent Name WOOD RIVER INSURANCE

**COMMON POLICY FORMS AND ENDORSEMENTS**

DM CW 02	01-10	COMMON POLICY DECLARATIONS
AM CW 02	11-09	WITNESS CLAUSE
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
DM CW 14	01-10	SCHEDULE OF LOCATIONS
AM CW 01	11-09	AMENDATORY ENDORSEMENT
IL 00 17	11-98	COMMON POLICY CONDITIONS
*IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT
*IL 02 04	09-08	IDAHO CHANGES-CANC & NONRENL
*AM CW 16	07-20	DEPRECIATION OF LABOR
*IL 00 03	09-08	CALCULATION OF PREMIUM
*IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
*IL 09 52	01-15	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR

**PROPERTY FORMS AND ENDORSEMENTS**

DP CW 12	01-10	COMM PROPERTY COV PART SUPP DEC
DP CW 22	01-10	COMM PROPERTY COV PART EXT OF SUPP DEC
*AP CW 35	01-17	VACANCY
*CP 00 17	10-12	CONDOMINIUM ASSOCIATION COVERAGE FORM
*CP 00 30	10-12	BUSINESS INCOME COVERAGE (&/EX EXP)
*CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
AP CW 10	11-09	WATER DAMAGE ENDORSEMENT
*HP CW 03	01-15	EQUIPMENT BREAKDOWN COVERAGE FORM
*CP 01 40	07-06	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 04 05	09-17	ORDINANCE OR LAW COVERAGE
*CP 10 75	12-20	CYBER INCIDENT EXCLUSION
*CP 99 03	12-19	CANNABIS EXCLUSION
*CP 10 30	09-17	CAUSES OF LOSS - SPECIAL FORM
*AP CW 04	01-15	MARIJUANA EXCLUSION

**GENERAL LIABILITY FORMS AND ENDORSEMENTS**

DL CW 22	01-10	COMM GENERAL LIABILITY COVERAGE SUPP DEC
DL CW 12	01-10	COMM GENERAL LIABILITY COVERAGE SCHEDULE
*CG 21 32	05-09	COMMUNICABLE DISEASE EXCLUSION
*CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
*AL CW 04	01-15	MARIJUANA EXCLUSION
AL CW 12	11-09	BOARD OF MANAGERS FORM SCHEDULE
*AL CW 11	11-09	BOARD OF MANAGERS COVERAGE FORM
AL CW 26	01-15	ENOC AND HIRED AUTO COVERAGE FORM
*AL CW 01	11-09	EXCLUSION ASBESTOS
*CG 20 04	11-85	ADDL INSD-CONDOMINIUM UNIT OWNERS
*CG 21 06	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
*CG 21 09	06-15	EXCLUSION - UNMANNED AIRCRAFT
*CG 21 46	07-98	ABUSE OR MOLESTATION EXCLUSION
*CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
*CG 21 49	09-99	TOTAL POLLUTION EXCL ENDT
*CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
*CG 21 71	01-15	EXCL OTHR ACTS OF TERROR O/S US
*CG 21 96	03-05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 88	04-13	PROF LIAB EXCL-EDP SERVICES OR CONSULT
*CG 23 02	12-19	EXCL - PROFESSIONAL SERVICES PHARMACISTS



**Policy Number**  
**648667579**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Allstate Insurance Company**

Named Insured TRAIL CREEK PLACE HOA

Effective Date: 08-15-23  
12:01 A.M., Standard Time

Agent Name WOOD RIVER INSURANCE

*CG 23 03	12-19	EXCL-PROF SVCS OPTICAL/HEARING AID ESTAB
*CG 24 02	12-04	BINDING ARBITRATION
*CG 24 13	04-13	AMDT OF PERSONAL & ADV INJURY DEFINITION
*CG 40 01	12-19	GENETICALLY MODIFIED ORGANISM EXCLUSION
*CG 40 10	12-19	EXCLUSION - CROSS SUITS LIABILITY
*CG 40 12	12-19	EXCL-ALL HAZARDS ELEC SMOKING DEVICE
*CG 40 13	12-19	EXCL-HEALTH HAZARDS, E-SMOKE DEVICE VAPOR
*CG 40 14	12-19	CANNABIS EXCLUSION
*AL CW 03	01-15	LEAD EXCLUSION

**CRIME FORMS AND ENDORSEMENTS**

DC CW 01	08-13	CRIME AND FIDELITY DEC (COMML ENTITIES)
*CR 20 12	10-10	BINDING ARBITRATION
*CR 00 21	11-15	COMM'L CRIME COV FORM (LOSS SUSTAINED)

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



**Policy Number**  
**648667579**

**SCHEDULE OF LOCATIONS**  
**Allstate Insurance Company**

Named Insured TRAIL CREEK PLACE HOA

Effective Date: 08-15-23  
12:01 A.M., Standard Time

Agent Name WOOD RIVER INSURANCE

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	593 2ND AVE S, KETCHUM, ID 83340	CONDO
002	001	593 2ND AVE SOUTH, KETCHUM, ID 83340	CONDO



## Important Notice – Customer-Requested Cancellation

**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 pro rata:*

*An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate 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:

**What Law Will Apply**

This policy is issued in accordance with the laws of the State of Idaho and covers property or risks principally located in the State of Idaho. Subject to the following paragraph, the laws of the State of Idaho shall govern any and all claims or disputes in any way related to this policy.

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

**Where Lawsuits May Be Brought**

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

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

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

*All other policy terms, conditions, and exclusions apply.*



## COMMON POLICY CONDITIONS

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

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. 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.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. 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.
6. 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;

- b. 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.

3. 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:

1. 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.



POLICY NUMBER: 648667579

IL 09 85 12 20

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$87.00</b>
<b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>          	
<b>Additional information, if any, concerning the terrorism premium:</b>          	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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.



**Policy Number**  
**648667579**

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

**Allstate Insurance Company**

Named Insured TRAIL CREEK PLACE HOA

Effective Date: 08-15-23  
 12:01 A.M., Standard Time

Agent Name WOOD RIVER INSURANCE

**Item 1. Business Description:**

**Item 2. Premises Described: See Schedule of Locations**

**Item 3. \$500 Deductible unless otherwise indicated.**

**Item 4. Coverage Provided**

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
001	001	BUILDING FRAME	\$ 2,433,154	SPECIAL	100

**Other Provisions**

Agreed Value: Expires:  Replacement Cost  
 Business Income Indemnity: Monthly Limit: Period: Maximum  Actual Cash Value  
 Extension of Recovery Period: Months or Days  Inflation Guard: 8 %  
 Deductible: \$ 1,000 Earthquake Deductible: % Exceptions

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
001	001	BUSINESS INCOME FRAME	\$ 250,000	SPECIAL	100

**Other Provisions**

Agreed Value: Expires:  Replacement Cost  
 Business Income Indemnity: Monthly Limit: Period: Maximum  Actual Cash Value  
 Extension of Recovery Period: Months or Days  Inflation Guard: %  
 Deductible: Earthquake Deductible: % Exceptions

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
002	001	BUILDING FRAME	\$ 1,187,341	SPECIAL	100

**Other Provisions**

Agreed Value: Expires:  Replacement Cost  
 Business Income Indemnity: Monthly Limit: Period: Maximum  Actual Cash Value  
 Extension of Recovery Period: Months or Days  Inflation Guard: 8 %  
 Deductible: \$ 1,000 Earthquake Deductible: % Exceptions

**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**



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

**Policy Number**  
**648667579**
**COMMERCIAL PROPERTY COVERAGE PART**  
**EXTENSION OF SUPPLEMENTAL DECLARATIONS**
**Allstate Insurance Company**

 Named Insured **TRAIL CREEK PLACE HOA**

 Effective Date: **08-15-23**  
 12:01 A.M., Standard Time

 Agent Name **WOOD RIVER INSURANCE**
**Item 4. Coverage Provided (applies only when a limit is shown below)**

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
002	001	BUSINESS INCOME FRAME	\$ 250,000	SPECIAL	100

**Other Provisions**

**Agreed Value:** Expires:  **Replacement Cost**  
 **Business Income Indemnity:** Monthly Limit: Period: Maximum  **Actual Cash Value**  
 Extension of Recovery Period: Months or Days  **Inflation Guard:** %  
 Deductible: Earthquake Deductible: % Exceptions

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.

**Other Provisions**

**Agreed Value:** Expires:  **Replacement Cost**  
 **Business Income Indemnity:** Monthly Limit: Period: Maximum  **Actual Cash Value**  
 Extension of Recovery Period: Months or Days  **Inflation Guard:** %  
 Deductible: Earthquake Deductible: % Exceptions

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.

**Other Provisions**

**Agreed Value:** Expires:  **Replacement Cost**  
 **Business Income Indemnity:** Monthly Limit: Period: Maximum  **Actual Cash Value**  
 Extension of Recovery Period: Months or Days  **Inflation Guard:** %  
 Deductible: Earthquake Deductible: % Exceptions

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.

**Other Provisions**

**Agreed Value:** Expires:  **Replacement Cost**  
 **Business Income Indemnity:** Monthly Limit: Period: Maximum  **Actual Cash Value**  
 Extension of Recovery Period: Months or Days  **Inflation Guard:** %  
 Deductible: Earthquake Deductible: % Exceptions

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





## Policy Endorsement

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

### WATER BACK-UP AND SUMP OVERFLOW

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

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

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

#### SCHEDULE

Premises Number	Premise Annual Aggregate Limit Of Insurance
001/001	\$ 133,200.00
002/001	\$ 65,000.00

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
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical 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:

1. Keep a sump pump or its related equipment in proper working condition; or





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:

**g. Water**

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

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

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

*All other policy terms, conditions, and exclusions apply.*

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

## 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	<input checked="" type="checkbox"/>			\$266,400 *
Post-Loss Ordinance Or Law Option: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
*Do not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.				
Information required to complete this Schedule, if not shown above, 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:

1. 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.



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

## 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
002 / 001	<input checked="" type="checkbox"/>			\$130,000 *
Post-Loss Ordinance Or Law Option: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
*Do not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.				
Information required to complete this Schedule, if not shown above, 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:

1. 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.

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:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of 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.:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

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

#### D. Loss Payment

1. 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.)

3. 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:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
- b. The applicable Limit Of Insurance shown for Coverage B in the Schedule.



4. 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:

- (1) Until the building is actually repaired or replaced, at the same or another premises; and
- (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:

- (1) The increased cost of construction at the same premises; or
- (2) The applicable Limit Of Insurance shown for Coverage C in the Schedule.

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 the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(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.



**Policy Number**  
**648667579**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 SUPPLEMENTAL DECLARATIONS**

**Allstate Insurance Company**

Named Insured **TRAIL CREEK PLACE HOA**

Effective Date: **08-15-2023**  
 12:01 A.M., Standard Time

Agent Name **WOOD RIVER INSURANCE**

**Item 1. Business Description:**

**Item 2. Limits of Insurance**

Coverage	Limit of Liability	
Aggregate Limits of Liability	<b>INCLUDED</b>	Products/Completed Operations Aggregate
	<b>\$ 4,000,000</b>	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	<b>\$ 2,000,000</b>	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage To Premises Rented To You	<b>\$ 100,000</b>	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	<b>\$ 2,000,000</b>	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	<b>\$ 5,000</b>	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

**Item 3. Retroactive Date (Not Applicable in New York)**

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: **ASSOCIATION**  
 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: **\$ 380.00**

Other Premium:

Total Premium: **\$ 380.00**

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



**Policy Number**  
**648667579**

**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**Allstate Insurance Company**

Named Insured TRAIL CREEK PLACE HOA

 Effective Date: 08-15-23  
 12:01 A.M., Standard Time

Agent Name WOOD RIVER INSURANCE

**Item 5. Location of Premises**

 Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises/Operations	
73143	Number of Units		
Location	ALL	Exposure	6
		Rate	Premium
Classification: Board of Managers Liability			\$ 34.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
6601	Number of Employees		
Location	ALL	Exposure	0 - 25
		Rate	Premium
Classification: Employee Non-Owned Auto Liability			\$ 97.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
62003	Units		
Location	001/001	Exposure	04
		Rate	Premium
Classification: CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		41.246	\$ 165.00
		Products/Completed Operations	
		Rate	Premium
			INCL
Code No.	Premium Basis	Premises/Operations	
62003	Units		
Location	001/001	Exposure	04
		Rate	Premium
Classification: TERRORISM		.004	\$ 1.00
		Products/Completed Operations	
		Rate	Premium



**Policy Number**  
**648667579**

**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**Allstate Insurance Company**

Named Insured TRAIL CREEK PLACE HOA

Effective Date: 08-15-23  
12:01 A.M., Standard Time

Agent Name WOOD RIVER INSURANCE

<b>Item 5. Location of Premises</b>			
Location of All Premises You Own, Rent or Occupy: <b>See Schedule of Locations</b>			
Code No. 62003	Premium Basis Units		Premises/Operations
Location	002/001	Exposure 02	Rate Premium
Classification: CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)			41.246 \$ 82.00
			Products/Completed Operations
			Rate Premium
			INCL
Code No. 62003	Premium Basis Units		Premises/Operations
Location	002/001	Exposure 02	Rate Premium
Classification: TERRORISM			.004 \$ 1.00
			Products/Completed Operations
			Rate Premium
Code No.	Premium Basis		Premises/Operations
Location		Exposure	Rate Premium
Classification:			
			Products/Completed Operations
			Rate Premium
Code No.	Premium Basis		Premises/Operations
Location		Exposure	Rate Premium
Classification:			
			Products/Completed Operations
			Rate Premium

POLICY NUMBER: 648667579

Commercial General Liability

AL CW 12 11 09

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

1. 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: 8/15/2013



**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	\$97.00
b. Hired Automobile Liability	

**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:

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

**c. Workers’ Compensation**

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

**d. Employee Indemnification and Employer’s Liability**

“Bodily injury” to:

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

This exclusion applies:

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

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

**e. Fellow Employee**

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

**f. Care, Custody or Control**

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

**g. Handling of Property**

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

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

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

"Bodily injury" or "property damage" resulting from 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";

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(a) That are, or that are contained in any property that is:

- i. Being transported or towed by, or handled for movement into, onto or from, the covered "auto";
- ii. Otherwise in the course of transit by or on behalf of the "Insured"; or
- iii. Being stored, disposed of, treated or processed in or upon the covered "auto", or

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Insured" for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "Insured".

(2) Any loss, cost or expense arising out of any governmental direction or request that "you" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs f. (2) and f. (3) of the definition of "mobile equipment".

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

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### **I. War**

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by government authority in hindering or defending against any of these.

#### **m. Racing**

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

### 3. Supplementary Payments

"We" will pay for the "Insured":

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

These payments will not reduce the Limit of Insurance.

### 4. Out of State Coverage Extensions

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

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

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

## SECTION II – WHO IS AN INSURED

1. Each of the following is an "Insured" under this insurance to the extent set forth below:

- a. "You".
- b. For Non-ownership Automobile Liability coverage, any of "your" partners or executive officers, but only while such "non-owned auto" is being used in "your" business.
- c. For Hired Automobile Liability coverage, any other person using a "hired auto" with "your" permission.
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an "Insured" under a. or b. above.

2. None of the following is an "Insured":

- a. Any person engaged in the business of his or her employer with respect to bodily injury to any co-"employee" of such person injured in the course of employment.
- b. Any partner or executive office with respect to any "auto" owned by such partner or officer or a member of his or her household.

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

### **SECTION III – LIMITS OF INSURANCE**

Regardless of the number of "autos" to which this insurance applies, "Insureds", premiums paid, claims made or vehicles involved in the "accident", the most "we" will pay for all damages resulting from 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 from 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
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
4. **"Coverage territory"** means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. **"Employee"** includes a "leased worker". **"Employee"** does not include a "temporary worker".
6. **"Hired auto"** means any "auto" you lease for less than six months, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
7. **"Insured"** means any person or organization qualifying as an "Insured" in **SECTION II, WHO IS AN INSURED** provision.
8. **"Insured contract"** means
  - a. A lease of premises;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;



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

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

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



- 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, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
14. "**Pollutants**" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. "**Property damage**" means damage to or loss of use of tangible property.
16. "**Suit**" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which "you" must submit or submit with "our" consent.
17. "**Temporary worker**" means a person who is furnished to "you" as a substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
18. "**Trailer**" includes semitrailer.
19. "**We**", "**us**" and "**our**" refer to the company providing this insurance.
20. "**You**" and "**your**" refer to the "Named Insured" shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROFESSIONAL LIABILITY EXCLUSION – ELECTRONIC DATA PROCESSING SERVICES AND COMPUTER CONSULTING OR PROGRAMMING SERVICES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render electronic data processing, computer consulting or computer programming services, advice or instruction by:

1. The insured; or
2. Any person or organization:
  - a. For whose acts, errors or omissions the insured is legally responsible; or

- b. From whom the insured assumed liability by reason of a contract or agreement.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render electronic data processing, computer consulting or computer programming services, advice or instruction as described above.





## 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:

Primary
  Excess
  Coindemnity
  Concurrent

<b>Employee Benefit Plan(s) Included As Insureds:</b>

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft	Not Covered	
2. Forgery Or Alteration	Not Covered	
3. Inside The Premises – Theft Of Money And Securities	\$ 10,000	
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	
5. Outside The Premises	\$ 5,000	
6. Computer And Funds Transfer Fraud	Not Covered	
7. 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.

<b>If Added By Endorsement:</b>		
Insuring Agreement(s)	Limit Of Insurance Per Occurrence	Deductible Amount 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:** WOOD RIVER INSURANCE  
**Title:**  
**Signature:** WOOD RIVER INSURANCE  
**Date:** 06-19-23

