

PTE - Second Jefferson Green HOA / Eff 12/15/2018 to Exp 12/15/2019/ Policy# CAP1558390B/LOB Directors & Officers/[SYS*REF#2296231]

From: Dikshita Thakur

Received: 12/21/2018 2:11:33 PM

To: 'scott@synergyinsadvisors.com';

Cc:

Attachments: RPS 159.pdf; Policy_CAP1558390B.pdf

Retailer Contact: Scott
Retailer: Synergy Insurance Advisors Highlands Ranch, CO 80129 A0055667
Insured: Second Jefferson Green HOA
Policy #: CAP1558390B
Carrier: United States Liability Insurance Company
Coverage Type: Management Liability
Coverage Term: 12/15/2018 to 12/15/2019
RPS Acct Exec: Elizabeth Glaab
Contacts: (480) 860-5567 Elizabeth_Glaab@rpsins.com
Team Member: Charli Valdez
Contacts: Charli_Valdez@rpsins.com

Thank you for placing the attached policy with RPS. While we have reviewed the document against our quote/binder, please now check the policy, and then review the final coverage provided with the insured, keeping in mind that it may not be as broad as their original application / request or previous coverage. If you discover errors, please contact us immediately, and our Account Executive will work with you to make adjustments (which require insurer acceptance of endorsements that may be needed).

Also included is a combined document of certain advisory notices (RPS159). While this is not a part of the policy, you will find that it provides helpful reminders for both the insured and your staff such as Certificates, Cancellations, Minimum Earned, etc, so you and the insured are aware of how we handle certain issues.

Again, Thank You for your business, and please let us know if there is any further insurance we could provide to this insured, similar style accounts, or any placement where you may need our help. RPS prides itself in having many markets and most every line of business specialty in one of our offices - please give us a chance to write something more for you!

Regards,
Policy Delivery Team
RPS Service Center
Risk Placement Services, Inc.

RPS Specialty Market Policy Notices For the Policy Holder and Retail Producer

This form is NOT a part of the policy, and does NOT amend policy wording, but is designed to be delivered when the policy is provided to the Policy Holder. When using "you" or "your" the form is addressing the Policy Holder; when using "Producer" it refers to the Retail Producing Entity and/or their production person; RPS is used for Risk Placement Services, Inc.

- **Assignment:** This Policy or Certificate may not be assigned to another entity without the written consent of the Insurer. The policy wording should be reviewed carefully for this provision before any assignment attempt is made.
- **Audits:** Many policies are based on factors that are auditable and the premium amended accordingly. The Producer should review any Audit Condition from the policy with you. The Producer is responsible for collecting any audit premiums due within 20 days of the billing, unless otherwise noted.
- **Cancellation:** The policy has specific cancellation provisions that should be reviewed, and may be subject to special endorsements based on the State regulations. Flat cancellations are not allowed. In order to cancel you need to make written request in advance of the requested date. The policy also contains provisions that establish minimum earned premiums, minimum and deposit premiums or fully earned premiums. Cancellation for non-payment of premium, including failure to pay outside financing, is generally considered to be at the request of the Insured and therefore subject to financial penalties as described in the policy. If a Notice of Cancellation is sent for non-payment, there may be a Service Fee (not a premium) required to effect a rescission of the Notice. The amount of the fee will typically be shown on the Notice, and must be paid by the party requesting the rescission. The policy may not continue if the Service Fee is not paid.
- **Certificates of Insurance:** You may request Certificates of Insurance from the Producer that placed your insurance policy. Such Certificates cannot contain wording contrary to the Policy Coverage as provided. Additional Insureds, often requested with Certificates of Insurance, generally require an Additional Premium, and can only be added after the Insurer knows of the insurable interest and accepts the entity as being added to the policy. Producers can access the RPS website to obtain many Certificates or make special coverage change requests via endorsement as needed to satisfy certain Certificate Holders, keeping in mind such additional coverages may require additional premium charges.
- **Claims Reporting:** The policy will define what constitutes a claim. The policy contains specific address, phone, or website information as to where and how to report a claim. Most Insurers maintain 24/7 service of such numbers. Your Producer may also assist you with filing a claim, and they have access to the RPS website and/or claim reporting numbers to do so, however, you should review the claim reporting provision of the policy. If your policy is a "claims-made" policy, it is essential to understand what constitutes a claim from the language in the policy, and also know that all claims must be reported to the insurer as soon as possible. Both the policy and your broker can instruct you how and where to submit a claim. If a claim is reported after the time period specified in the policy, the insurer may deny coverage. Do not offer to compromise or settle any claim or demand without the insurer's prior agreement, or you will risk losing coverage.
- **Coverage:** This policy may not be as broad in scope as the policy it replaces nor as the coverage requested. This policy was issued to reflect the coverage as quoted by RPS to your Producer. Your Producer should review the entire contract of insurance with you.
- **Endorsements:** Additional coverage, changes or revisions are subject to acceptance of the Insurer and must be endorsed to the policy. The Producer has no authority to endorse or change the policy, but should submit in writing the requested changes to RPS who will work with the Insurer to effect endorsement's acceptability to the Insurer.
- **Fees:** Unless otherwise noted, all Fees are fully earned at the time of placement of this insurance and are not subject to pro-rata return if the policy is cancelled.
- **Financing:** Any premium financing is a contractual relationship between the Premium Finance Company (PFC) and the Borrower. The Insurer, Agents, nor Brokers are parties to the Finance Agreement, and policy wording will not be amended to any contractual provisions therein. All such contracts must be set up showing the Insurer's Name c/o Risk Placement Services, Inc., using the RPS branch address where the policy was placed. Once financed, it is the duty of the Producer to inform the PFC of any changes to the contract, additional or return premiums, and cancellation of the policy.
- **Forms Signed & Returned:** The policy may have been delivered with forms that require the signature of the Named Insured. Such forms should be signed and returned to the Producer immediately, so they can in turn provide them to RPS, who will post them to the Insurer files.
- **Inspections:** To keep coverage in force, an inspection may be required, and provisions for this are in the policy. Producer should review with the Policy Holder the need to arrange site appointments with inspectors, who may be vendors.
- **Producer Not Agent:** The Producer is a representative of the Policy Holder / Named Insured, and as such does not act as an Agent of the Insurer nor of RPS.



24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the “report a claim” option.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



USLI.COM
888-523-5545



FREE PRIVACY BREACH RISK MANAGEMENT RESOURCES

When a privacy breach occurs, will you be prepared?



In 2015, according to the Identity Theft Resource Center, more than 783 breaches were reported and more than 675 million records were exposed. The eRisk Hub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

With your USLI policy, you will receive instructions on how to access the eRisk Hub® portal and begin using this benefit that is valued in excess of \$1,200 a year!

eRisk Hub® is the one-stop shop you need to become educated and prepared for a privacy breach. This FREE service is available to USLI policyholders.

Using proprietary tools anchored in proven risk management principals, NetDiligence® provides a full range of enterprise-level information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence® supports and is endorsed by some of the world's largest network liability insurance underwriters.

HOW TO START USING THIS FREE OFFERING:

- Go to eriskhub.com/usli
- Click "Register Now" to set up a free account
- Create your own username and password; your access code is **08451**

Key Features of the eRisk Hub® Portal



Data Breach Calculators – Learn how to estimate the cost of a breach, notification costs and business interruption



Learning Center – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering



Security Training – Watch videos for best practices in security and privacy awareness or download a training guide



Risk Manager Tools – Assists you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance



eRisk Resources – A directory to quickly find external resources with expertise in pre and post-breach disciplines



Consultation – Breach Coach, HIPAA Coach and Security Coach available to assist you

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CAP1558390A

Renewal of Number

*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. CAP1558390B

PARENT ORGANIZATION AND PRINCIPAL ADDRESS:

SECOND JEFFERSON GREEN HOA
8137 ZANG STREET
ARVADA, CO 80005

POLICY PERIOD: (MO. DAY YR.) From: 12/15/2018 To: 12/15/2019

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Community Association

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER CAP1558390A IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

Table with 2 columns: Coverage Part, PREMIUM. Row 1: Directors And Officers Liability Coverage Part, \$1,247.00. Row 2: TOTAL: \$1,247.00

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

See Endorsement EOD (1/95)

Agent: RPS SCOTTSDALE (1260)
8800 E Raintree Drive, Suite 250
Scottsdale, AZ 85260

Issued: 12/17/2018 12:06 PM

Broker:

By: [Signature]
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

- To Report a Loss
• Dial toll-free #1 (844)777-8323 or visit our
• Website: https://my.rpsins.com/claimsfnol
• Contact Insurer directly (see policy section)

EXTENSION OF DECLARATIONS

Policy No. CAP1558390B

Effective Date: 12/15/2018

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to the Directors And Officers Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CAP	08/15	Community Association Directors & Officers Liability Coverage Form
CAP CO	02/16	Colorado State Amendatory Endorsement
CAP Jacket	08/15	Community Association Directors & Officers Liability Insurance Policy
CAP-225	08/15	Continuity Of Coverage Endorsement
CAP-235	08/15	Data Breach & Identity Theft Endorsement
* CAP-238	08/17	Amend Definition of Organization
CO Notice	03/16	Important Notice to Policyholder

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

DIRECTORS & OFFICERS LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. CAP1558390B

Effective Date: **12/15/2018**

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**Second Jefferson Green HOA
8137 Zang Street
Arvada, CO 80005**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 12/15/2018 To: 12/15/2019

Community Association Directors & Officers Liability - D&O/EPL

ITEM III. LIMITS OF LIABILITY	\$1,000,000	EACH CLAIM
	\$1,000,000	IN THE AGGREGATE
ITEM IV. RETENTION:	\$1,000	EACH CLAIM
ITEM V. PREMIUM:	\$1,247	

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

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

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This endorsement modifies insurance provided under the following:

**COMMUNITY ASSOCIATION DIRECTORS & OFFICERS LIABILITY INSURANCE
POLICY**

AMEND DEFINITION OF ORGANIZATION

It is agreed:

III. DEFINITIONS, Definition N., **Organization** is deleted in its entirety and replaced by:

N. **“Organization”** means:

- (1) the **Parent Organization**; and
- (2) any **Subsidiary** of the **Parent Organization**; and
- (3) any person or entity while acting in the capacity of receiver, bankruptcy trustee, or debtor in possession of (1) or (2) above under the United States bankruptcy law or equivalent status under the law of any other jurisdiction, but only while performing such duties on behalf of any **Insured**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Parent Organization’s** Policy and takes effect on the effective date of the **Parent Organization’s** Policy unless another effective date is shown.

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