



Non-Profit Community Associations Directors' & Officers' Liability Insurance

This is an application for a claims-made policy which, subject to its provisions, applies only to any Claim first made against the Insureds during the Policy Period. No coverage for Claims first made after the end of the Policy Period unless, and to the extent, the Extended Reporting Period applies.

1. APPLICANT NON-PROFIT ASSOCIATION INFORMATION

Association Name: _____

Association Address: _____

City: _____ State: _____ Zip Code: _____ Telephone: _____

Fax: _____ Email Address: _____

2. ASSOCIATION TYPE

Please Select:

Condominium Homeowners Association Commercial/Business Community Association

Cooperative Property Owners Association Timeshare (interval) Association

Other: _____

3. PROPERTY MANAGER INFORMATION (if applicable)

Property Manager Name: _____

Property Manager Address: _____

City: _____ State: _____ Zip Code: _____ Telephone: _____

Fax: _____ Email Address: _____

Check here if the Property Manager is requested to be an additional insured

Check here if the Entity does not have a Property Manager

4. UNDERWRITING INFORMATION

Proposed Effective Date: _____ Number of Units in the Entity: _____

Commercial Occupancy (other than the office of a Property Manager): YES NO

Percentage of Commercial Occupancy: _____

Describe: _____

Does the **Entity** have a positive financial fund balance? YES NO

If the fund balance is negative, please include financials and explanation

Number of salaried **Entity** employees: _____

Does the **Entity** have recreational facilities? YES NO

Describe: _____

If yes, are the facilities open to non-members or guests? YES NO

5. PRIOR INSURANCE INFORMATION (if applicable)

Current Insurance Company: _____ Policy Period From: _____ to _____

Limit: \$ _____ Deductible: \$ _____ Premium: \$ _____

6. LOSS/CLAIM HISTORY

In the past three years, has a claim been made, or is a claim now pending, against the Entity or any person in his or her capacity as a director, officer, trustee, employee, volunteer of the Entity? YES NO

If yes, please provide details of each claim on a separate page.

Are any of the persons or entities to be insured under the policy responsible for or has knowledge of any Wrongful Act or fact, circumstances or situation which (s)he has reason to suppose might result in a future claim? YES NO

If yes, please provide details of each responsive claim on a separate page.

It is agreed by all concerned that if any of the persons or entities to be insured under the policy are responsible for or has knowledge of any Wrongful Act, fact, circumstance or situation not described above, any Claim subsequently emanating therefrom shall be excluded from coverage under the proposed insurance as to such persons or entities. Such responsibility or knowledge shall not be imputed to any other persons or entities to be insured under the policy for the purposes of determining the availability of coverage.

Has any Directors' and Officers' insurance, or other form of insurance similar to the proposed Policy, on behalf of the Entity been declined, canceled or not renewed? YES NO

If yes, please provide details of each responsive claim on a separate page.

7. DESIRED LIMITS

Please Select:

\$1,000,000 aggregate limit of liability each policy year

Other: _____

Up to \$3,000,000 available. Financials will be required for limits exceeding \$1,000,000

The undersigned declares that to the best of his/her knowledge the statements set forth herein are true and correct. Signing of this Application does not bind the undersigned to complete the insurance, but it is agreed that this Application shall be the basis of the contract should a Policy be issued. It is agreed that this Application, a copy of which will be attached to the proposed Policy, and any materials submitted or required (which shall be maintained on file by the Insurer and be deemed attached as if physically attached to the proposed Policy), are true and are the basis of the proposed Policy and are to be considered as incorporated into and constituting a part of the proposed Policy. If between the date of this Application and the proposed effective date of the Policy there is a material change in the condition of the Entity or occurrence of an event which could substantially change the underwriting evaluation of the Applicant, then the Applicant must notify Continental Casualty Company. Upon receipt of such notice, Continental Casualty Company reserves the right to modify the final terms and conditions of the proposed policy upon review of the information received in satisfaction of the aforementioned conditions. In addition, any outstanding quotations may be modified or withdrawn at the sole discretion of the Insurer.

The undersigned acknowledges that he or she is aware that **Defense Costs**, which are subject to the Retention Amounts, reduce and may exhaust the Limit of Liability. The Insurer is not liable for any **Loss** (which includes **Defense Costs**) in excess of the Limit of Liability.

Date: _____ By: _____
Authorized Association Representative Print Name and Title

Submitting Broker Name: _____ Contact: _____

Address: _____

Telephone Number: _____ Broker is properly licensed to produce this insurance x YES NO

WARNING – COLORADO, DISTRICT OF COLUMBIA, FLORIDA, HAWAII, KENTUCKY, LOUISIANA, MAINE, NEW JERSEY, NEW YORK, NEW MEXICO, OHIO, OKLAHOMA, PENNSYLVANIA AND VIRGINIA RESIDENTS ONLY:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (for Colorado residents only: Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.) (for Hawaii residents only: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.)