

**Commercial Crime Coverage for Community Associations - All States**

YOU CAN OBTAIN A QUOTE BY PROVIDING THE INFORMATION IN THE INSTANT QUOTE SECTION SUBJECT TO THE REMAINDER PROVIDED PRIOR TO BINDING.

**I. INSTANT QUOTE INFORMATION**

Instant Quote is only available for accounts with no losses in the past 5 years. If there is loss history, please complete the entire application.

Applicant's name: \_\_\_\_\_

Location address: \_\_\_\_\_  Same as mailing address

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail address of primary contact: \_\_\_\_\_

Type of Association:

- |   |   |   |   |                                      |                                    |
|---|---|---|---|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Residential condo            | <input type="checkbox"/> Homeowner        | <input type="checkbox"/> Office park              | <input type="checkbox"/> Cooperative    | <input type="checkbox"/> Retail      | <input type="checkbox"/> Master    |
| <input type="checkbox"/> Residential with >25% retail | <input type="checkbox"/> Mobile home park | <input type="checkbox"/> Planned unit development | <input type="checkbox"/> Property Owner | <input type="checkbox"/> Condo-hotel | <input type="checkbox"/> Timeshare |

- |  |  |
|--|--|
| 1. Are the total number of units less than 1,000?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Does the average unit value exceed \$2,000,000?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Does the association have a negative fund balance?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Does the builder/developer maintain control of the board?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Has the association completed a foreclosure sale within the past 24 months?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Are over 50% of the total number of units rented or leased?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. Have any directors and officers or employment practices liability claims been made against the association within the past five years, or is the association aware of any fact, circumstance, or situation which may result in a claim? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**II. CRIME UNDERWRITING INFORMATION**

Organization Background

- |  |  |
|--|--|
| 8. Has the association been in operation for more than two years?                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. Are there sources of income other than dues, assessments and investments? If "Yes," please explain. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Insurance Information

- |   |  |
|---|--|
| 10. Does the organization have crime coverage?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Carrier name : _____ Policy period: _____ Limits carried: _____   |  |
| First year of continuous coverage: _____ Premium: _____ Deductible: _____   |  |
| 11. Does the association have a property manager?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," does the property manager carry insurance for employee theft?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "No," does the association segregate duties so no one person has access to or processes an entire transaction? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Organization Operation Details

- |  |  |
|--|--|
| 12. Does the association have an annual financial statement prepared?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 13. Is the association's bank account(s) reconciled by someone other than the person also authorized to withdraw, deposit or transfer funds? (e.g. quarterly, semi-annually, annually) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 14. Do checks written by the association require a countersignature?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Claim Information

- |   |  |
|---|--|
| 15. Within the past five years, have there been any incidents, occurrences or claims for theft, embezzlement, larceny, robbery, unlawful taking or other forms of dishonesty involving the proposed named insured or any person proposed for this insurance? If "Yes," please advise by separate attachment | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 16. Is any person proposed for this Insurance aware of any fact, circumstance, or situation that may give rise to a claim by other forms of dishonesty involving the proposed named insured or any person proposed for this insurance? If "Yes," please provide full details by separate attachment.        | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Fraud Statement (All Other States):** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant's signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
President or Chairperson

### III. ADDITIONAL APPLICANT INFORMATION

Applicant's mailing address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Arizona Notice:** Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

**Florida and Illinois Notice:** I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages

**Minnesota Notice:** Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

**Missouri Notice:** Pursuant to Section IV, Paragraph R., some Defense Costs are within the Limit of Liability. Any Defense Costs paid under this coverage will reduce the available Limits of Insurance and may exhaust them completely. Defense Costs means reasonable and necessary legal fees and expenses incurred by the Company, or by any attorney designated by the Company to defend any Insured, resulting from the investigation, adjustment, defense and appeal of a Claim. Defense Costs includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the Company to apply for or furnish such bonds), but does not include salaries, wages, overhead or benefits expenses of any Insured.

**New York Disclosure Notice:** This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents, occurrences or alleged Wrongful Acts or Wrongful Employment Acts that took place prior to retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect for incidents reported during the Policy Period or any subsequent renewal of this Policy or any extended reporting period and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extend reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

**Utah Notice:** I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy.

**Virginia Notice:** This Policy is written on a claims-made basis. Please read the policy carefully to understand your coverage. You have an option to purchase a separate limit of liability for the extended reporting period. If you do not elect this option, the limit of liability for the extended reporting period shall be part of the and not in addition to limit specified in the declarations. If you have any questions regarding the cost of an extended reporting period, please contact your insurance company or your insurance agent. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

**Colorado Fraud Statement:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. 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.

**District of Columbia Fraud Statement: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Florida Fraud Statement:** You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

**Kentucky Fraud Statement:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**Maine and Washington Fraud Statement:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**New Jersey Fraud Statement:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New York Fraud Statement:** 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 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.

**Ohio Fraud Statement:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma Fraud Statement: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania Fraud Statement:** 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 and subjects such person to criminal and civil penalties.

**Tennessee and Virginia Fraud Statement:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: \_\_\_\_\_ License #: \_\_\_\_\_

Main agency phone number: \_\_\_\_\_

Agency mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not stop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.