



LaBarre/Oksnee Insurance

2018-2019 Annual Renewal M-24 Ranch Association

Dear Board of Directors and Management,

Attached, you will find the renewal for M-24 Ranch Association, which occurs effective March 27th, 2018.

Please note that we have recently been advised that starting February 1st, 2018, Liberty Mutual Insurance Company is no longer writing D&O Liability insurance. As such, we have marketed the association's D&O Liability coverage as well and presented this coverage with Travelers Insurance Company for the 2018 renewal. Please note the carrier increased the D&O deductible to \$10,000.

The Property and D&O policies have exclusions. Could you please initial of the Insurance Summary that you have been made aware of these exclusions?

We have presented the renewal with the following coverage and changes:

POLICY TYPE / COVERAGE	EXPIRING LIMITS	EXPIRING DEDUCTIBLE	LIMIT/DEDUCTIBLE CHANGES FROM EXPIRING
Property	\$107,000	\$1,000	No changes
Property Limit for Trees and Shrubs	\$20,000	\$1,000	No changes
General Liability	\$1,000,000 occ. \$2,000,000 agg.	\$1,000	No changes
Directors & Officers Liability	\$1,000,000	\$1,000	New Carrier - Deductible increased to \$10,000. Policy includes exclusions, please see Insurance Summary.
Fidelity Bond / Crime	\$125,000	\$2,500	No changes
Umbrella Liability	\$5,000,000	\$0	No changes

We ask that you review the renewal summary and applications *carefully* and advise if you have any questions or concerns regarding the renewal. We are more than happy to help.

Please review the entire D&O application thoroughly, initial to confirm answer in question #19, and sign the application. If the answer to #19 is "Yes", please contact our office immediately with details, as the carrier may need to be put on notice. The carrier will be unable to issue the policy without a signed application and all questions completed as requested.



AFFILIATE MEMBER

30 Enterprise, Suite 180, Aliso Viejo, CA 92656 • 800.698.0711 • Fax 949.588.1275 • hoains.com
Los Angeles • Palm Desert • San Diego • Walnut Creek • Las Vegas • Scottsdale
License#OC84283





LaBarre/Oksnee Insurance

Please see the following that are needed binding conditions for this renewal:

- Signed Insurance Summary
- Signed Property D-1 Form (enclosed)
- Signed Property Terrorism Form (enclosed)
- Signed General Liability D-1 Form (enclosed)
- Signed General Liability Terrorism Form (enclosed)
- Signed Directors and Officers Application (enclosed)
- Signed Umbrella Application (enclosed)
- Signed Umbrella Membership form (enclosed)

To renew, please send the signed Insurance Summary and binding conditions to my attention before Tuesday, March 27th.

We greatly appreciate the business and look forward to servicing the Association's insurance needs.

With Many Thanks,

Alexandra Weber

Alexandra Weber – LaBarre/Oksnee Insurance
949-588-0711

Alexandraw@hoa-insurance.com



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LaBarre/Oksnee Insurance

M-24 Ranch Association

2018 - 2019 Renewal Insurance Summary

Renewal Term: 3/27/2018 - 3/27/2019

General Liability	
Insurance Carrier	Scottsdale Insurance Company
General Liability	\$1,000,000 per Occurrence / \$2,000,000 Aggregate
Hired/Non-Owned Auto Coverage	Included
Liability Deductible	\$1,000
Premium	\$7,648.30
Property	
Insurance Carrier	Atain Specialty Insurance Company
Property Coverage	\$102,000
Property limit for trees/shrubs	\$20,000
Property Limit for BPP	\$5,000
Property Deductible	\$1,000
Premium	\$767.60
Umbrella	
Insurance Carrier	Greenwich Insurance Company
Coverage Amount	\$5,000,000
<i>Umbrella extends over General Liability, Hired/Non-Owned Auto, and D&O Liability.</i>	
Premium	\$907.00
Directors & Officers (D&O)	
Insurance Carrier	Travelers Insurance Company
Limits of Liability	\$1,000,000
Deductible	\$10,000
Premium	\$4,492.00
Fidelity Bond	
Insurance Carrier	Liberty Mutual Insurance Company
Limits of Liability	\$125,000
Deductible	\$2,500
Premium	\$206.00
Total Premium	\$14,020.90

***The Association's Property includes 90% Co-Insurance.**

***Please see attached page with respect to Directors & Officers Liability coverage.**

Property Coverage for the Dam is excluded. Please initial here you have been made aware of this exclusion _____.

Directors and Officers Policy Exclusions:

**CAM-19004-0113 Specified Claim, Event, Circumstance, Litigation, Person, or Entity Exclusion
Endorsement based upon or arising out of ANY Description: LIBERTY CLAIM # CHISPC000160694
DATED ON OR ABOUT 4/18/2017 CLAIMANT: ADAM KOVALCHIK.**

**CAM-19004-0113 Specified Claim, Event, Circumstance, Litigation, Person, or Entity Exclusion
Endorsement based upon or arising out of ANY Description: LIBERTY CLAIM # CHISPC000160694
DATED ON OR ABOUT 4/18/2017 CLAIMANT: SARA LEVINSON**

Could you please initial here that you have been made aware of these exclusions _____. (Initial Here)

**To bind the coverages listed above, please sign and date below and return to
LaBarre/Oksnee Insurance before 3/27/2018:**

Signature: _____ Date: _____

**Companies: Scottsdale Indemnity Company (General Liability) - A+ (Superior) XV, CA Non-Admitted;
Atain Specialty Insurance Company (Property) A (Excellent) VIII, CA Non-Admitted; Liberty Mutual
(Fidelity Bond): A.M. Best Rated: A, "Excellent", CA Admitted. Firemans Fund (Umbrella) A.M. Best
Rated: A (Excellent) XV, CA Admitted; Travelers Insurance (D&O) California Admitted.**

***Minimum earned premium of 25% of the policy premium plus all taxes and fees applies in the*
Please consult policy for Exact Coverage and Exclusions**



LaBarre/Oksnee Insurance

Directors & Officers Liability Tail Coverage M-24 Ranch Association March 27th, 2018

Your current D&O carrier, Liberty Mutual Insurance Company has discontinued its' Directors & Officers Liability Program. Replacement Coverage is offered through Travelers Insurance Company, a California Admitted carrier..

If you have any knowledge or information of any act, error, omission, fact, or circumstance which may give rise to a Claim which may fall within the scope of the Directors & Officers Liability insurance, we encourage you to consider the purchase of Tail Coverage. D&O is a CLAIMS-MADE policy. If you have knowledge of an issue NOW and report it to the new replacement carrier, it will likely be denied.

The Liberty Mutual policy includes the following premium provisions with respect to Tail Coverage:

"13.2 If the Insurer refuses to renew this Policy the **Discovery Period** shall be the period of ninety (90) days from the end of the **Policy Period**, and there shall be no charge for this **Automatic Discovery Period** of ninety (90) days."

You have an option to purchase additional Tail Coverage prior to the end of the 90 day Automatic Discovery Period. Below are the additional options available:

Extended Reporting Period	% of Expiring Premium
12 Months	35%
24 Months	70%
36 Months	100%

This coverage/premium is in addition to the new replacement policy proposed in the preceding renewal summary.

Please contact LaBarre/Oksnee immediately if you wish to purchase this coverage.

NOTICE:

- 1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC’S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF**

APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR “SURPLUS LINE” BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

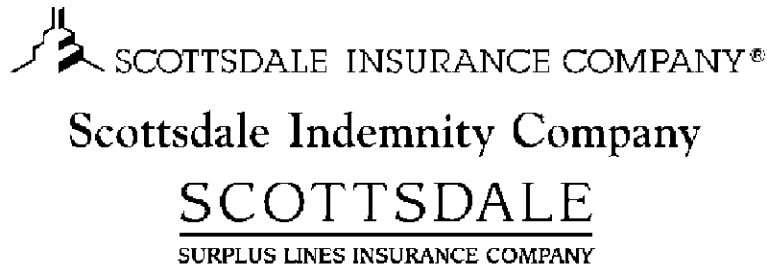
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER’S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

x

Date: _____

x

Insured: _____



POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

<input checked="checked" type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$ SEE QUOTE FOR PREMIUM. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate. \$354 + tax
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

X

Policyholder/Applicant's Signature

Named Insured/Firm

X

Print Name

Policy Number, if available

X

Date

Please
choose
one

ATAIN SPECIALTY/ATAIN INSURANCE COMPANY **POLICY HOLDER DISCLOSURE**

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that the Terrorism Risk Insurance Act of 2002 has been extended until December 31, 2020 under the revised Act cited as "Terrorism Risk Insurance Program Reauthorization and Extension Act of 2015" (TRIPRA). Under this Act, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act**. The term "act of terrorism" means any act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life; property; or infrastructure; to have resulted in damage within the United States or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and that causes losses of at least \$100 million.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) 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.

TRIPRA 2015 will terminate on December 31, 2020 unless extended by the Federal Government. If your policy is in effect when the Federal program terminates, any terrorism coverage afforded by us in your policy for the Federal program will also cease as of that date.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The NOTE below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia and Wisconsin.

NOTE: In these States above, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

SELECTION OR REJECTION OF CERTIFIED TERRORISM INSURANCE COVERAGE

PLEASE RETURN THIS COMPLETED FORM TO YOUR INSURANCE AGENT

	I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of \$ SEE QUOTE FOR PREMIUM \$127 + tax Action: Please sign and return this form with your payment for premium to your insurance agent.
	I decline to purchase the Terrorism Coverage required to be offered under the Act. Action: Please sign and return this form to your insurance agent.

X

 Policy Holder/Applicant's Signature

 Named Insured/Firm

X

 Print Name

 Policy Number, if available

X

Date: _____

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8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER’S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

x

Date: _____

x

Insured: _____



**Community Association Management Liability
Coverage Application**



Travelers Casualty and Surety Company of America

Travelers Casualty and Surety Company (only applicable in Guam, Puerto Rico and the Virgin Islands)

THE INFORMATION BEING REQUESTED IS FOR A CLAIMS-MADE AND REPORTED POLICY. IT IS IMPORTANT THAT YOU READ ALL OF THE PROVISIONS OF YOUR POLICY CAREFULLY.

DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMITS OF COVERAGE AND RETENTION, AND SUCH LIMITS MAY BE COMPLETELY EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. THE COMPANY WILL NOT BE LIABLE FOR DEFENSE EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AFTER EXHAUSTION OF THE LIMITS OF COVERAGE.

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

GENERAL INFORMATION

Proposed Named Insured

M-24 Ranch Association

Physical Address of the Named Insured:

Mountain Ranch Road & Sheep Ranch Road, Mountain Ranch, CA 95246

Web Address:

Proposed Effective Date:

03/27/2018

Date Incorporated:

03/27/1964

If you contract with an independent professional community association manager for management services complete the following information:

Name of Management Company: **N/A - Self Managed**

Address: **P.O. Box 81**

City: **Mountain Ranch**

State: **CA**

Zip Code: **95246**

☒ Check if this is the mailing address of the Named Insured

ORGANIZATION INFORMATION

1. Type of association: ☐ Condominium ☐ Cooperative ☒ Homeowner/Property Owner Association
☐ Timeshare/Interval ☐ Commercial/Industrial/Professional
2. Are you a master association? ☐ Yes ☒ No
If yes:
a. For commons area only? ☐ Yes ☐ No
b. Do you oversee a group of separate sub-associations? ☐ Yes ☐ No
3. In the next 12 months (or during the past 24 months) are you or any builder/developer or sponsor associated with you, contemplating filing (or have you or any builder/developer or sponsor associated with you filed or been in the process of filing) for bankruptcy or reorganization pursuant to applicable federal or state law? ☐ Yes ☒ No
If yes, will the bankruptcy or reorganization lead to any changes in board representation? ☐ Yes ☐ No

EMPLOYEE INFORMATION

4. Complete the following chart providing the number of Full Time and Part Time employees*, and Volunteers:

As of Date of Application			Previous 12 Months		
Full Time Employees	Part Time Employees	Volunteers	Full Time Employees	Part Time Employees	Volunteers
0	0	5	0	0	5

*Full and part time including leased, seasonal, and temporary employees of the Named Insured

COMMUNITY INFORMATION

5. How many units/lots will the community association have upon completion? 112
6. Are there any commercial units? ☐ Yes ☒ No
If yes, are any of the units bars or restaurants? ☐ Yes ☐ No
7. Does the builder/developer maintain any representation on your board of directors? ☐ Yes ☒ No
8. The average value of unit/lot is:
☒ Less than \$1,000,000 ☐ \$1,000,000 to \$1,999,999 ☐ \$2,000,000 or greater
9. Your amenities (check all that apply):
☐ Country Club ☐ Hotel Operations ☐ Golf Course ☐ Airport Facilities
☐ Marina ☐ Skiing ☐ Horse Facilities ☒ None
- a. If any of the above are selected, is membership mandatory for all community association residents? ☐ Yes ☐ No
- b. Are any of the amenities listed above open to the public? ☐ Yes ☐ No

FINANCIAL INFORMATION

10. Have you had a negative fund balance within the past 3 years? ☐ Yes ☒ No
11. Are any renovation or improvement projects in progress or are any such projects being contemplated in the next 12 months? ☐ Yes ☒ No
If yes:
a. Is the total value of these projects greater than \$100,000? ☐ Yes ☐ No
b. Is the project fully funded or have the proper amount of reserves been set aside? ☐ Yes ☐ No
12. Please indicate the percentage of units in arrears over 90 days:
☒ Less than 10% ☐ Between 10% and 20% ☐ Greater than 20%
- If you meet any of the following criteria, please provide your most recent fiscal year end financial statement:
- a. You have requested a limit greater than \$2,000,000 for Liability Coverage.
- b. You are a cooperative, condo/hotel, or timeshare/interval association.
- c. You have an inadequate or negative fund balance.

REQUESTED INSURANCE INFORMATION

13. Requested Limit: \$1,000,000 14. Requested Retention: \$BEST
15. Expiring Limit: \$1,000,000 16. Expiring Retention: \$1,000
17. Expiring Premium: \$ _____
18. Expiring Insurance Carrier: Liberty Mutual

- *** 19. As of the date you first purchased directors and officers and employment practices liability coverage, are you or any person proposed for this insurance aware of any fact, circumstance, situation, event or act that reasonably could give rise to a claim being made against them under the coverage for which you are applying? ☐ Yes ☐ No
If yes, provide details and the date you first purchased directors and officers and employment practices liability coverage in the Additional Information section at the end of this Application.

Please
choose
one

Initial Here

With respect to the information required to be disclosed in response to the questions above, the proposed insurance will not afford coverage for any claim arising from any fact, circumstance, situation, event or act about which any executive officer of yours had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew of such fact, circumstance, situation, event or act prior to the issuance of the proposed policy.

PRIOR INSURANCE AND CLAIM HISTORY

20. With respect to the coverage requested in this Application, provide details or attach a loss run for all previous claims, losses, litigation, or proceedings, whether insured or not, occurring in the past five years that would fall within the scope of any directors and officers or employment practices insurance products.
21. With respect to the coverage requested, has there ever been any legal action taken by or on behalf of you against any member of yours (excluding liens or collection claims) or against any third party including any builder/developer? ☒ Yes ☐ No
22. With respect to the coverage requested, are there any pending claims, counter-claims or litigation against any person or entity proposed for this insurance? ☒ Yes ☐ No
- If yes, please provide the following for each claim:*
- a. Date of such claim: SEE LOSS RUNS
- b. Nature of the claim: _____
- c. Amount paid for defense: \$ _____
- d. Amount sought or paid for damages: \$ _____
- e. Was the claim covered by insurance? ☐ Yes ☐ No
- f. Were corrective procedures implemented? ☐ Yes ☐ No
- g. Current status: _____

To enter more information, please provide details in the Additional Information section at the end of this Application.

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

This application, including any material submitted in conjunction with the application or any renewal, does not amend the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

FRAUD STATEMENTS – ATTENTION APPLICANTS IN THE FOLLOWING JURISDICTIONS

ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: 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.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY, NEW JERSEY, NEW YORK, OHIO, AND PENNSYLVANIA: 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. (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.)

LOUISIANA, MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: 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.

OREGON: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PUERTO RICO: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of

imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

SIGNATURES

I declare that I have examined this application and accompanying supplements and materials, and to the best of my knowledge and belief, after reasonable inquiry, they are true, correct, and complete, and may be relied upon by Travelers. I understand that if any of this information changes prior to the issuance of the insurance applied for that I am obligated to notify Travelers of such changes and that Travelers may modify or withdraw any proposal for insurance. Travelers is authorized to make inquiry in connection with this application.

Authorized Representative Signature: * (Director, Officer, Trustee, Chairperson, General Counsel, Human Resources Manager, On-Site or Off-Site Manager) X	Authorized Representative Name & Title -Printed: X	Date: X
Producer Signature: * X	State Producer License No (required in FL):	Date:
Agency:	Agency Contact:	Agency Phone Number:

* If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

- ☐ Electronic Signature and Acceptance – Authorized Representative
☐ Electronic Signature and Acceptance – Producer

ADDITIONAL INFORMATION

This area may be used to provide additional information to any question. Please reference the question number.

Administered By:

Kevin Davis Insurance Services
P.O. Box 55012, Los Angeles, CA 90055
Tel: 213.833.6191
Toll Free: 877.807.8708 Fax: 213.626.1060
CA Insurance License Number OC97532

Kevin Davis Insurance Services
P. O. Box 272168, Tampa, FL 33688-2168
Tel: 813.931.3010
Fax: 813.931.8168
FL Insurance License Number L071958



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TEL 888-548-2465 FAX 732-946-0547
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RENEWAL APPLICATION FORM

Association Name: M-24 Ranch Association

Policy Number: PPP7461329L18A-02

Fax Back Renewal Form to: 760-346-4269

Coverage Effective Dates: 03/27/2018 to 03/27/2019

Quotation Date: November 27, 2017

This form **must** accompany your bind request. Please advise if above Named Insured or any of the following underwriting criteria is **in**correct. If information differs, quote will be revised accordingly.

Renewal quote is based on the following rating criteria, currently on file:

112 Units, 0 Total Vehicles, HNOA "if any": Included, 0 Pools, 1 Stories, 0 Employees, 0 Vacant Land Acreage, 0 Commercial Square Footage, 0 Golf Course Number Of Holes, Risk Type (Condo), Developer On Board: No, Underlying GL Limit: \$1,000,000

All Mercantile occupants currently on file.

The association "makeup" has **NOT** changed. All above information is correct: Check Here: ☒

Please bind renewal at(circle desired limit): 5 Million 10 Million 15 Million 25 Million 50 Million limit

Premium \$758 Fee \$149 Total \$907

The association "makeup" **has changed**. Please make the following corrections and send a revised quote:

Units____; Autos____; Story(ies)____; Pool(s)____; #Of Employees____(does not include board members or leased employees); Golf Holes____; Total Comm'l sq ft____; Vacant Land Acreage____; Developer On Board:____(Yes or No);

HNOA: Borrowing/Hiring of trucks, passenger vans/buses anticipated ____ (Yes or No)

Mercantile occupancy has changed: ____ If applicable, please include updated list of occupants.

Risk is a:

Condo Apartment Timeshare Building Owners (LRO) HOA PUD
Townhouse Mixed Use (Habitational & Retail) Condo/Hotel Other (Describe)

Square Footage Breakdown(If Applicable):

Retail____ Non- Condominium Office____ Master Association Common Area____

Parking____ Warehouse____ Manufacture____

Type of Auto (If Applicable):

____ #Private Passenger ____ #Light Trucks ____ #Medium Trucks ____ #Heavy Trucks

____ #Buses-list use and # of passengers: ____

*Are all pools in compliance with the Virginia Graeme Baker Spa and Pool Act? Yes____ No____

If No, are the drain covers on order? Yes____ No____

Greenwich Ins

A subsidiary of JGS Insurance 50438
www.ppp-quotes.com



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Minimum Underlying Insurance Requirements

IF MULTIPLE LOCATIONS, UNDERLYING GL MUST CONTAIN A PER LOCATION AGGREGATE ENDORSEMENT (WITHOUT CAPS ON THE AGGREGATE). THIS IS MANDATORY AND NOT OPTIONAL

Commercial General Liability	\$1,000,000/\$2,000,000	*A- Rated VII or Better AM Best
Automobile Liability	\$1,000,000 (BI & PD CSL)	*A- Rated VII or Better AM Best
Employers Liability	\$500,000/\$500,000/\$500,000	*A- Rated VII or Better AM Best
Directors & Officers Liability	\$1,000,000/\$1,000,000	*A- Rated VII or Better AM Best (Claims Made Required)

Note: We cannot write over Lloyd's of London or any of its subsidiaries.

Please issue with the following Underlying Schedule Information:

Policy Type	Policy Number	Company Name	Effective	Expiration	Limits
GL	TBA	Scottsdale	3/27/2018	3/27/2019	\$1MM/\$2MM
D&O	TBA	Travelers	3/27/2018	3/27/2019	#1MM
Auto (incl HNOA)	TBA	Scottsdale	3/27/2018	3/27/2019	\$1MM
Employers Liab					
Other ()					

Is any person/entity proposed for this Insurance aware of any fact, circumstance, or situation which may result in or give rise to a claim against the organization or any of its Members, Officers, or Employees?

☐ yes ☐ no Provide Details, if yes:

FRAUD CLAUSE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime.

(X)

Applicant / Authorized Representative Signature

(X)

Date:

☐ Please Do Not Renew the policy

To be completed by Broker-Reason on Non-renewal:

- ☐ More competitive quote from _____ Premium was: _____
- ☐ Our Agency was not successful in placing coverage either.
- ☐ Association did not purchase umbrella
- ☐ Other: _____

Thank you for your business and feedback. We look forward to your bind order. If we can assist you in any way, please do not



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Membership Agreement

This Agreement is entered into between Preferred Property Program (PPP) an Illinois corporation, and the M-24 Ranch Association ("Purchaser") which is located at the following address: P.O. Box 81, Mountain Ranch, CA

WHEREAS PPP is a risk purchasing group formed pursuant to Illinois law and the Risk Retention Amendments of 1986 (15 U.S.C. 3910 et. seq.) ("Act") in order to permit a group of individuals who share common or similar liability exposures to join together to purchase umbrella liability insurance on a group basis; and

WHEREAS Purchaser represents and has provided information to PPP that Purchaser is engaged in the real estate business and is exposed to liability risks which are the same or similar to those of the other members of the group; and

WHEREAS Purchaser seeks to insure its own risks by purchasing umbrella liability insurance under the group umbrella insurance policy issued to the group through PPP;

NOW THEREFORE, the parties Agree as follows:

Agreement

1. PPP agrees that as of the effective date of this Agreement, Purchaser is a member of the risk-purchasing group and is eligible to participate in certain group umbrella liability insurance policies, including endorsements and renewals, which is issued to PPP for the benefit of its members ("Insurance").
2. Except as otherwise provided herein, so long as Purchaser satisfies the requirements of this Agreement and meets the qualifications of membership as set forth in the Act, PPP shall permit Purchaser to participate in and be insured under insurance.
3. Purchaser shall pay all premiums, which are billed to it for insurance not later than ten (10) days after receipt of a statement therefore.
4. Purchaser shall promptly pay a non-refundable annual membership fee of \$149.00 for \$ 5,000,000; \$215.00 for \$10,000,000; \$292.00 for \$15,000,000; \$364.00 for \$25,000,000; \$561.00 for \$50,000,000; depending on limit bound (the 'Membership Fee'). The Membership Fee must be paid not later than the date insurance coverage is bound. The Membership Fee is used, in part, to fund the operations and expenses of PPP in connection with its risk purchasing group activities. PPP has appointed Jacobson Goldfarb Scott Insurance ("JGS") to administer certain risk purchasing group operations of PPP and JGS is paid an administration fee by PPP for such services. JGS is the insurance agent through which PPP currently purchases the insurance coverages for PPP's members and is an affiliate of PPP.
5. Purchaser shall meet the underwriting criteria imposed by each insurer upon all members of the risk purchasing group who are insured or all persons who seek to be insured under the Insurance.

Purchaser understands that its failure to meet such underwriting criteria may result in the non-renewal of its coverage under Insurance.

6. Termination

a) This Agreement shall terminate:

i. Upon failure of Purchaser to pay the annual membership fee or any premiums for insurance as required under the Insurance and this Agreement. Purchaser shall cease to be a member of the purchasing group at such time as the premium is past due. However, if the past due premium or membership fee is subsequently paid, PPP may, in its sole discretion, reinstate Purchaser's membership.

ii. Upon termination or non-renewal of Insurance covering Purchaser or the group through PPP.

b) This Agreement may be terminated by PPP

i. if there is a change in the business of Purchaser which results overall in its being exposed to liability risks which are not the same as or similar to those of the other members of the group so that it would no longer qualify for membership within the requirements of the Act; or and PPP shall give not less than thirty (30) days prior written notice of such termination; or

ii. upon Purchaser's failure to meet standards, criteria, or conditions of membership which may be established from time to time by PPP for the risk purchasing group as a whole; and PPP shall give not less than thirty (30) days prior written notice of such termination; or

c.) This Agreement may be terminated by Purchaser upon Purchaser's withdrawal from the risk purchasing group. Purchaser may withdraw from the risk purchasing group and participation in the Insurance at any time by submitting a written notice of its withdrawal to PPP stating the date upon which the withdrawal is to be effective. This Agreement shall terminate upon that date. Purchaser understands that withdrawal from the risk purchasing group will immediately terminate all coverage of insurance for Purchaser under Insurance.

7. Indemnification. Purchaser agrees to indemnify and hold harmless PPP for any liability or expenses, including costs of defense, which PPP may incur as a result of acts or omissions of Purchaser or any of its employees or agents including incorrect or false statements of fact intentionally made to PPP.

This Agreement shall be effective on March 27th, 2018.

PURCHASER

X

By: _____
(Signature)