

COMMUNITY ASSOCIATION MANAGEMENT LIABILITY

POLICY FEATURES



| | Our Policy | Their Policy | Our Policy | Their Policy |
|--|------------|--------------|---|--------------|
| Duty to defend | ✓ | | Severability of exclusions and warranties, with certain exceptions | ✓ |
| Claims made – reported as soon as practicable but no later than 60 days after the end of the policy period | ✓ | | Automatic coverage for majority-owned nonprofit subsidiaries | ✓ |
| Broad definition of claim including monetary and non-monetary claims | ✓ | | 60 days to elect to purchase extended reporting period | ✓ |
| Full prior acts coverage | ✓ | | Defense coverage for allegations of dishonesty/fraud, unless proven by judgment or other final adjudication | ✓ |
| Entity coverage (the organization and its nonprofit subsidiaries are insureds) | ✓ | | Punitive damages are covered if insurable under state law | ✓ |
| Coverage for directors, officers, trustees, employees, volunteers and committee members | ✓ | | Third party EPL coverage for non-employment discrimination and harassment | ✓ |
| Spousal and domestic partner extension | ✓ | | Full insured vs. insured coverage, including entity vs. insured | ✓ |
| Employment practices liability (EPL) provides coverage for discrimination, retaliation, sexual harassment, workplace harassment and wrongful termination; also includes coverage for mental anguish and emotional distress | ✓ | | Automatic coverage for property management companies | ✓ |
| No exclusions for anti-trust or copyright infringement | ✓ | | Defense coverage for breach of contract claims | ✓ |
| Coverage provided for libel, slander, defamation, publishers liability and personal injury | ✓ | | No noise exclusion | ✓ |