



*Chris-Leef General Agency*  
 PO Box 3747 Shawnee Mission Kansas 66203-0747  
 (913) 631-1232 (800) 548-0491  
 Fax# (913) 631-1128 Fax Wats# (800) 383-1235  
 www.chris-leef.com

# Community Association Professional Liability

## COMMUNITY ASSOCIATION PROFESSIONAL LIABILITY APPLICATION

All questions must be answered and the President, Chairperson or Property Manager must sign application.

**This section of the application is for a claim made policy. Please read your policy carefully. Defense Costs shall be applied against the Retention.**

1. Name of Association: \_\_\_\_\_

2. \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ Location Address \_\_\_\_\_  
 \_\_\_\_\_  
 City State Zip City State Zip

3. Website Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

4. Person to receive all notices on behalf of the insured: \_\_\_\_\_ Title & Phone Number: \_\_\_\_\_

5. Name of Property Manager or Firm: \_\_\_\_\_

6. Type of Association: \_\_\_\_\_ Residential Condominium \_\_\_\_\_ Homeowner \_\_\_\_\_ Town home  
 \_\_\_\_\_ Property Owner \_\_\_\_\_ PUD (Planned Unit Development) \_\_\_\_\_ Master Assoc. \_\_\_\_\_ Timeshare  
 \_\_\_\_\_ Mobile Home Park \_\_\_\_\_ Business/Office Parks \_\_\_\_\_ Cooperative \_\_\_\_\_ Retail Assoc.

7. Total number of units: \_\_\_\_\_ Number of employees: \_\_\_\_\_

8. Date organized: \_\_\_\_\_ Date final unit completed: \_\_\_\_\_

9. Does the Association have an affiliation with, own or maintain the following?:

a. Airport or Airstrip	_____ YES	_____ NO
b. Country Club for outside members	_____ YES	_____ NO
c. Golf Course	_____ YES	_____ NO
d. Water Treatment Facility	_____ YES	_____ NO
e. Sewage Treatment Facility	_____ YES	_____ NO
f. Timeshare Units	_____ YES	_____ NO

10. Does the Association have a positive fund balance? \_\_\_\_\_ YES \_\_\_\_\_ NO

11. Does the builder, developer or agent maintain representation on the Board? \_\_\_\_\_ YES \_\_\_\_\_ NO

12. Are over 70% of the units sold? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 If No, % \_\_\_\_\_

13. Are over 90% of the units rented/leased? \_\_\_\_\_ YES \_\_\_\_\_ NO

14. Does any person(s) or entity(ies) including, but not limited to the builder or developer, own multiple units comprising more than 10% of the total number of units? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, list the name of the person(s) or entity and the percentage of units owned by each: \_\_\_\_\_

15. Is complex being constructed on a phase basis? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 If yes, is at least 70% of the total number of units upon completion of all phases sold? \_\_\_\_\_ YES \_\_\_\_\_ NO

16. Does average unit value exceed \$1,000,000? \_\_\_\_\_ YES \_\_\_\_\_ NO

17. Any Retail Occupancy (restaurant, dry cleaner, etc.) \_\_\_\_\_ YES \_\_\_\_\_ NO  
 If YES, % \_\_\_\_\_

18. Current Insurance:

	Limit	Deductible	Insurance Company	Policy Period	Premium
<b>Directors &amp; Officers Liability</b>					
<b>General Liability</b>					

19. Has any Policy for Directors and Officers Liability ever been cancelled or non-renewed?  YES  NO  
 If yes, please provide details: \_\_\_\_\_

20. Within the last 24 months:  YES  NO

- a. Has the Association completed a foreclosure sale against a unit owner?  YES  NO
- b. Have any Board elections been challenged?  YES  NO
- c. Has the Board taken legal action against a unit owner for reasons other than the collection of dues or fees?  YES  NO
- d. If yes to any of the above, please provide details including unit owner name and date of event.

21. Within the last 5 years, have there been any counter suits as a result of liens or foreclosures?  YES  NO  
 If yes, advise on a separate sheet details of the suit(s), including defense costs incurred and damages paid.

22. Within the last 5 years, has any claim been made, is any claim being made, or is any claim now pending against the Association, or any person proposed for Insurance in the capacity of Director, Officer, Trustee, Employee or Volunteer of the Association?  YES  NO  
 If yes, advise on a separate sheet details of the claim(s), including defense costs incurred, damages paid, whether it was covered by Directors and Officers Liability Insurance and remedial measures taken to prevent a recurrence of such claim(s).

23. Is any person(s) proposed for this Insurance aware of any fact, circumstance or situation, which may result in a claim against the Association or any of its Directors, Trustees, Officers, Employees or Volunteers?  YES  NO  
 If yes, please explain: \_\_\_\_\_

**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.

**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.

**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.

The undersigned declares that to the best of his/her knowledge and belief the statements set forth herein are true. The undersigned further declares that any occurrence or event taking place prior to the effective date of the insurance applied for which may render inaccurate untrue, or incomplete any statement made will immediately be reported in writing to the Insurer and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. 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 estop 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.

\_\_\_\_\_  
 Name (Print) of President, Chairperson or Property Manager

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date