



# PHILADELPHIA INDEMNITY INSURANCE COMPANY

PI-CAP-002 (11/17)

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

610.617.7900 Fax: 610.617.7940

## COMMUNITY ASSOCIATION EXECUTIVE ADVANTAGE POLICY

### DECLARATIONS

NOTICE: THIS IS A CLAIMS-MADE POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN 90 DAYS AFTER THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

UNLESS AMENDED BY ENDORSEMENT, AMOUNTS INCURRED AS DEFENSE COSTS SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY AND SHALL NOT BE APPLIED AGAINST THE APPLICABLE RETENTION.

THE INSURER HAS THE DUTY TO DEFEND.

POLICY NUMBER: PCAP008257-0618

RENEWAL OF: PCAP008257-0518

#### ITEM I. NAME AND ADDRESS OF PARENT ORGANIZATION:

Physical:

Hialeah Club Villas Condo Assoc  
2150-2194 West 60th St  
Hialeah, FL 33017

Mailing:

Hialeah Club Villas Condo Assoc  
PO Box 173737  
Hialeah, FL 33016

ITEM II. POLICY PERIOD: Inception Date: 06/25/23 Expiration Date: 06/25/2024  
(12:01 A.M. at the address set forth in Item I)

ITEM III. LIMIT OF LIABILITY: \$1,000,000 in the aggregate for the **Policy Year**

ITEM IV. RETENTION: \$2,500 in the aggregate each **Claim**

ITEM V. PRIOR LITIGATION DATE: 06/25/18

ITEM VI. PREMIUM: \$3,524.00 TRIA Premium: \$0.00  
Florida Issuance Guaranty Association (Add to Annual Premium) 0.7%: \$24.67  
Florida Issuance Guaranty Association (Add to Annual Premium) 1.3%: \$45.81

#### ITEM VII. ENDORSEMENTS FORMING PART OF THIS POLICY AT ISSUANCE:

FL.PCAP-PIBELL1-BELL. FL.PCAP-PICAPFL1-AMEND. FL.PCAP-PISLD001-TRIACAPLC FL.PCAP-PITERDN1-TRIANOTI  
PCAP-PICAP020-ENHANCEMEI PCAP-PICAPETS-OFAC. PCAP-PICME1-CRISIS. PCAP-PICAP021-WAGEHOUR.

This Declarations page, together with the **Application**, the attached Community Association Policy Form, and all endorsements thereto, shall constitute the contract between the Insurer and the **Insureds**. This Policy is valid only if signed below by a duly authorized representative of the Insurer.

This policy has been signed by the Company's President and Secretary.

President

Secretary

Authorized Representative

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(Words and phrases printed in **bold** , other than in the headings, are defined in Section 23 below.)

In reliance upon the truthfulness and accuracy of the statements made in the **Application**, in consideration of, and subject to, the payment of premium when due, and subject to the terms, conditions, and exclusions of this Policy, the Insurer and the **Insureds** agree as follows:

1. **Insuring Agreement:** The Insurer shall pay on behalf of the **Insureds** all **Loss** which they shall become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or **Discovery Period**, if applicable, against the **Insureds** for a **Wrongful Act** which takes place before or during the **Policy Period**.
2. **Defense Costs and Settlements:**
  - 2.1 It shall be the right and duty of the Insurer to defend any **Claim**. The Insurer may investigate, as it deems appropriate, any **Claim**, circumstance, or **Wrongful Act** involving the **Insureds**.
  - 2.2 The **Insureds** shall not incur any **Defense Costs**, admit any liability, assume any obligation, agree to any settlement, or make any settlement offer with respect to any **Claim** without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any **Defense Costs** incurred or any admissions, obligations, agreements, or settlements made by the **Insureds** without the Insurer's prior written consent.
  - 2.3 The Insurer has the right to negotiate the settlement of any **Claims** it deems expedient, but only with the **Insured's** consent. If the **Insureds** withhold consent to such settlement, the Insurer's liability for such **Claim** is limited to the amount in excess of the Retention which the Insurer would have contributed to the settlement had the **Insured** consented to the settlement, plus **Defense Costs** covered by the Policy incurred prior to the date of such refusal to settle.
3. **Cooperation:** As a condition precedent to the **Insureds'** rights under this Policy, they shall give to the Insurer all information and cooperation as the Insurer reasonably may require and shall do nothing that may prejudice the Insurer's position or its rights of recovery.
4. **Claim Exclusions:** This Policy does not apply to any **Claim** made against any **Insured** for: