



580 WALNUT STREET, CINCINNATI, OHIO 45202

**Declarations for
Non-Profit Organization
Executive Protection and
Employment Practices Liability
Insurance Policy**

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

- Great American Insurance Company
- Agricultural Insurance Company
- American National Fire Insurance Company
- Other _____

Policy Number: EPP2596270-0 Policy Form Number: D 9100

Item 1. Name of Organization: **Glen of Pacific Grove Homeowners Association, Inc.,**

Mailing Address: **c/o Management Cost Controls
1057 First St.**

City, State, Zip Code: **Gilroy, CA 95020**

Item 2. Policy Period: From 5/5/2006 To 5/5/2007
(Month, Day, Year) (Month, Day, Year)

(Both dates at 12:01 a.m. Standard Time at the address of the Organization as stated in Item 1)

Item 3. Limit of Liability:
\$5,000,000 Aggregate Limit of Liability for Each Policy Year

Item 4. Retention:
\$1,000 Each Claim

Item 5. Premium:
\$1,500.00

Item 6. Endorsements Attached:
Non-Profit Organization Executive Protection and Employment Practices Liability Insurance Policy D 9100 (12/99)
General Limitation of Coverage Endorsement D 9500 1-2 (01/97)
Property Managers Endorsement D 9718 (01/97)
Punitive Damage Endorsement D 9713-2 (01/97)
Terrorism Coverage Endorsement D 9876 (12/02)
Terrorism Coverage Premium Disclosure D 9800-1 (02/03)
Addition of Insured Person D 9709 (01/97)
Subsidence of Land Endorsement D 9714 (01/97)

Item 7. Notices: All notices required to be given to the Insurer under this Policy shall be addressed to:
*Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666*

Item 8. Initial Coverage Date: **5/5/2006**

These Declarations along with the completed and signed Proposal Form and Non-Profit Organization Executive Protection and Employment Practices Liability Insurance Policy, shall constitute the contract between the Insureds and the Insurer.

NOT REQUIRED
(Authorized Representative)

NOT REQUIRED
(Counter signature Date)



**Non-Profit Organization
Executive Protection and
Employment Practices
Liability Insurance Policy**

AMENDMENT TO SECTION VIII

It is understood and agreed that Section VIII of the Policy is hereby amended as follows:

K. Addition of **Property Manager** as an **Insured** is hereby added to the Policy.

(1) Section III. B. is deleted and replaced with the following:

B. "Insured" shall mean the **Organization** and any **Subsidiary** and all **Insured Persons**. **Insured** shall also mean any **Property Manager**, but only if such **Property Manager** is acting pursuant to the written authority granted by the **Organization** or on behalf of and at the direction of the **Organization** or any **Subsidiary**.

(2) Section III. C. is deleted and replaced with the following:

C. "Insured Persons" shall mean all persons who were, now are, or shall be directors, trustees, officers, employees, volunteers or staff members of the **Organization** or its **Subsidiaries**, including any executive board members and committee members whether salaried or not. It shall also mean all persons who were, now are, or shall be directors, trustees, officers, employees, volunteers or staff members of any **Property Manager**, but only if such persons are acting within the scope of their employment with the **Property Manager** and on behalf of the **Organization** or any **Subsidiary**.

(3) Section III. **Definitions** is amended by the addition of the following:

___ "Property Manager" shall mean any entity providing real estate property management services to the **Organization** or any **Subsidiary** pursuant to a written contract.

With respect to the coverage provided to any **Property Manager** and its directors, trustees, officers, employees, volunteers or staff members by this endorsement and notwithstanding Section IV D of the Policy:

Section IV. is amended by the addition of the following:

___ based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any **Employment Practices Wrongful Act** alleged by or on behalf of an employee of the **Property Manager**

Insured: **Glen of Pacific Grove Homeowners Association, Inc.**

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9718 (01/97)

Endorsement Number:



**Non-Profit Organization
Executive Protection and
Employment Practices
Liability Insurance Policy**

AMENDMENT TO SECTION III

It is understood and agreed that Section III of the Policy is hereby amended as follows:

Section III.G. is deleted in its entirety and replaced with the following:

G. Loss shall mean settlements and judgments, including punitive or exemplary damages or the multiple portion of any multiplied damage award, and subject to the provisions of Section V and VI, **Costs of Defense** incurred by the **Insured**, provided always, however, **Loss** shall not include taxes, criminal or civil fines or penalties imposed by law, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: Glen of Pacific Grove Homeowners Association, Inc.,

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9713-2 (01/97)

Endorsement Number:



**Non-Profit Organization
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Liability Insurance Policy**

COVERAGE FOR ACTS OF TERRORISM

It is understood and agreed that Section VIII. General Conditions of the Policy is hereby amended by the addition of the following:

Section VIII. General Conditions

K. Act of Terrorism Coverage

Subject to all other terms and conditions of this Policy, coverage is available for Loss caused by an Act of Terrorism as defined below.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States –

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of –
 - (I) an air carrier or vessel described in Section (5)(B) of the Terrorism Risk Insurance Act of 2002; or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

With respect to any one or more Acts of Terrorism under the Terrorism Risk Insurance Act of 2002, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: Glen of Pacific Grove Homeowners Association, Inc.,

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9876 (12/02)

Endorsement Number:



**Non-Profit Organization
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AMENDMENT TO DECLARATIONS PAGE

It is understood and agreed that the Declarations is hereby amended by the addition of the following:

Item 9. **Acts of Terrorism** Premium: \$ 0.00

It is further understood and agreed form IA0001 Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: Glen of Pacific Grove Homeowners Association, Inc.,

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9800-1 (02/03)

Endorsement Number:



**Non-Profit Organization
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Liability Insurance Policy**

GENERAL LIMITATIONS OF COVERAGE

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

any Wrongful Act or any fact, matter, circumstance, situation, transaction, casualty, event or decision, known by any **Insured Person** prior to the Initial Coverage Date listed in Item 8 of the Declarations Page which would indicate the probability of such **Claim** being made.

It is further understood and agreed that this exclusion shall only apply to the **Organization**, its **Subsidiaries** and those **Insured Persons** having such knowledge.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: Glen of Pacific Grove Homeowners Association, Inc.,

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9500-1 (01/97)

Endorsement Number:



**Non-Profit Organization
Executive Protection and
Employment Practices
Liability Insurance Policy**

GENERAL LIMITATIONS OF COVERAGE

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

1) actual, alleged or threatened:

- (a) inhalation of, ingestion of, contact with, or exposure to any **Fungi** or bacteria; or
- (b) existence of or presence of any **Fungi** or bacteria on or within a building or structure including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to any injury or damage; or

(2) any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of **Fungi** or bacteria by any **Insured** or by any other person or entity.

For the purposes of this endorsement the term **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

(3) any actual or alleged liability of an **Insured**, in whole or in part, including but not limited to cross claims, cross claims or third party claims for contribution or indemnity, related to or for **Construction Defect(s)**.

For the purposes of this endorsement the term **Construction Defect(s)** means any actual or alleged defective, faulty or delayed construction or any other matter constituting a construction defect under applicable law regardless of whether it results from:

- (a) defective or incorrect architectural plans or other designs,
- (b) defective or improper soil testing,
- (c) defective, inadequate or insufficient protection from subsoil or earth movement or subsidence,
- (d) construction, manufacture or assembly of any tangible property,
- (e) the failure to provide or pay for any construction-related goods or services, or
- (f) the supervision or management of any construction-related activities

(4) any actual or alleged liability of an **Insured**, in whole or in part, in the capacity as a builder or developer, or in the capacity of a sponsor of the **Organization**, or of an **Insured** affiliated with such a builder, developer or sponsor, and which is related to actual or alleged misconduct on the part of such builder, developer or sponsor, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction or development.

(5) actual or alleged noise or interference with quiet enjoyment

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: Glen of Pacific Grove Homeowners Association, Inc.,

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9500-2 (01/97)

Endorsement Number:



**Non-Profit Organization
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ADDITION OF INSURED PERSON

It is hereby understood and agreed that the term **Insured Person** shall include the positions, titles or individuals listed below.

Additional Insured Persons

The lawful spouses, estates, heirs, legal representatives or assigns, in the event of their death, incapacity or bankruptcy, of all **Insured Persons** provided, however, that the Policy shall not provide coverage for any actual or alleged **Wrongful Act(s)** of the lawful spouses, estates, heirs, legal representatives or assigns of the **Insured Persons**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated

Insured: **Glen of Pacific Grove Homeowners Association, Inc.,**

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9709 (01/97)

Endorsement Number:



**Non-Profit Organization
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AMENDMENT TO SECTION IV

It is understood and agreed that Section IV of the Policy is hereby amended as follows:

The following exclusion is added to the Policy:

based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any "Subsidence of Land", which includes, but is not limited to:

- (1) settling, bulging, cracking, shrinking, expansion or damage of any type to or involving foundations, walls, roofs, slabs or ceilings or other property;
- (2) any failure to maintain, install or otherwise monitor any slope areas;
- (3) conduct of any **Insured** in response to any requests or demands for indemnification, repair, replacement, insurance or coverage for any damage allegedly caused by "Subsidence of Land";
- (4) any assessments, dues or other obligations proposed or levied as a result of "Subsidence of Land";
or
- (5) failure on the part of any **Insured** to effect and maintain adequate insurance for "Subsidence of Land"

For purposes of this endorsement, the term "Subsidence of Land" means any earth movement of any kind, including, but not limited to landslide, mudflow, earth sinking, earth rising or slope movement, regardless of the cause.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: Glen of Pacific Grove Homeowners Association, Inc.,

Policy Period: 5/5/2006 To 5/5/2007

Policy Number: EPP2596270-0

Countersigned by: Not Required
Authorized Representative

Endorsement Effective Date: 5/5/2006

Form D 9714 (01/97)

Endorsement Number: