

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 | * | |