

NPP1580578

Renewal of Number

***** RENEWAL CERTIFICATE *****

Direct Bill Policy

POLICY DECLARATIONS

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

No. NPP1580578A

NAMED INSURED AND ADDRESS:

KEMPWOOD VILLA TOWNHOME ASSOCIATION INC

PO BOX 430274

HOUSTON, TX 77243

POLICY PERIOD: (MO. DAY YR.) From: 02/21/2019 To: 02/21/2020

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Community Association

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NPP1580578 IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

| | PREMIUM |
|--|----------|
| Commercial Liability Coverage Part | \$500.00 |
| Directors And Officers Liability Coverage Part | \$978.00 |

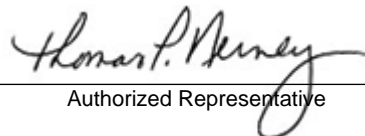
TOTAL: \$1,478.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **AMERICAN CASUALTY INSURANCE AGENCY (5530)**
111 W 6th St
Taylor, TX 76574

Issued: **02/15/2019 10:59 AM**

By: 
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NPP1580578A

Effective Date: 02/21/2019

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

| <i>Endt#</i> | <i>Revised</i> | <i>Description of Endorsements</i> |
|----------------|----------------|---|
| CG2173 | 01/15 | Exclusion Of Certified Acts Of Terrorism |
| IL0017 | 11/98 | Common Policy Conditions |
| IL0021 | 09/08 | Nuclear Energy Liability Exclusion Endorsement |
| IL0275 | 09/07 | Texas Changes - Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies |
| L-610 | 11/04 | Expanded Definition Of Bodily Injury |
| NTE | 01/15 | Notice Of Terrorism Exclusion |
| TX NOTICE USLI | 03/16 | Important Notice |
| NPP Jacket | 09/10 | Non Profit Package Policy Jacket |

The following forms apply to the Commercial Liability coverage part

| <i>Endt#</i> | <i>Revised</i> | <i>Description of Endorsements</i> |
|-----------------------------|----------------|--|
| CG0001 | 12/07 | Commercial General Liability Coverage Form |
| CG0068 | 05/09 | Recording And Distribution Of Material Or Information In Violation Of Law Exclusion |
| CG0103 | 06/06 | Texas Changes |
| CG2017 | 10/93 | Additional Insured - Townhouse Associations |
| CG2107 | 05/14 | Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included |
| CG2109 | 06/15 | Exclusion - Unmanned Aircraft |
| CG2147 | 12/07 | Employment-Related Practices Exclusion |
| IL0168 | 03/12 | Texas Changes - Duties |
| L 600 TX | 03/16 | Pre-Existing Or Progressive Damage Or Defect Exclusion |
| L TX | 06-11 | Texas State Amendatory Endorsement |
| L-532 | 08/03 | Exclusion - Construction Operations |
| L-549 | 12/07 | Absolute Professional Liability Exclusion |
| L-783 | 02/14 | Amendment Of Liquor Liability Exclusion |
| Notice-Unmanned Aircraft-GL | 05/16 | Advisory Notice To Policyholders |
| RM TX-Notice | 11/16 | Notice to Policyholders - Texas |
| TX NOTICE USLI | 03/16 | Important Notice |

The following forms apply to the Directors And Officers Liability coverage part

| <i>Endt#</i> | <i>Revised</i> | <i>Description of Endorsements</i> |
|--------------|----------------|---|
| CAP | 08/15 | Community Association Directors & Officers Liability Coverage Form |
| CAP Jacket | 08/15 | Community Association Directors & Officers Liability Insurance Policy |
| * CAP TX M | 04/16 | Texas State Amendatory Endorsement |
| CAP-226 | 08/15 | Punitive Damages Sublimit Of Liability Endorsement |
| CAP-235 | 08/15 | Data Breach & Identity Theft Endorsement |

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EXTENSION OF DECLARATIONS

Policy No. NPP1580578A

Effective Date: **02/21/2019**

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

| | | |
|----------------|-------|----------------------------------|
| CAP-238 | 08/17 | Amend Definition of Organization |
| TX NOTICE USLI | 03/16 | Important Notice |

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**Policy No. NPP1580578A**Effective Date: 02/21/2019
12:01 AM STANDARD TIME**LIMITS OF INSURANCE**

| | |
|---|--------------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit (Any One Person/Organization) | \$1,000,000 |
| Medical Expense (Any One Person) | \$5,000 |
| Damages To Premises Rented To You (Any One Premises) | \$100,000 |
| Products/Completed Operations Aggregate Limit | Included |
| General Aggregate Limit | \$2,000,000 |

LIABILITY DEDUCTIBLE**\$0****LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

| <i>Location</i> | <i>Address</i> | <i>Territory</i> |
|-----------------|------------------------------------|------------------|
| 1 | 9500 Clanton St, Houston, TX 77080 | 004 |

PREMIUM COMPUTATION

| <i>Loc</i> | <i>Classification</i> | <i>Code No.</i> | <i>Premium Basis</i> | <i>Rate</i> | | <i>Advance Premium</i> | |
|------------|--|-----------------|----------------------|--------------|------------------|------------------------|------------------|
| | | | | <i>Pr/Co</i> | <i>All Other</i> | <i>Pr/Co</i> | <i>All Other</i> |
| 1 | Community Associations - Not-for-Profit only | 68500 | 34 Per Unit | Included | 5.000 | Included | \$170 |
| 1 | Additional Insured - Townhouse Association | 49950 | 1 Flat | Included | 0.000 | Included | Included |

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$500**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$500 MP**(This Premium may be subject to adjustment.) **MP - minimum premium**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

DIRECTORS & OFFICERS LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NPP1580578A

Effective Date: **02/21/2019**

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**KEMPWOOD VILLA TOWNHOME ASSOCIATION INC
PO BOX 430274
HOUSTON, TX 77243**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 02/21/2019 To: 02/21/2020

Community Association Directors & Officers Liability - D&O/EPL

| | | |
|-------------------------------|-------------|------------------|
| ITEM III. LIMITS OF LIABILITY | \$1,000,000 | EACH CLAIM |
| | \$1,000,000 | IN THE AGGREGATE |

| | | |
|---------------------|---------|------------|
| ITEM IV. RETENTION: | \$1,000 | EACH CLAIM |
|---------------------|---------|------------|

| | | |
|------------------|-------|--|
| ITEM V. PREMIUM: | \$978 | |
|------------------|-------|--|

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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NOTICE OF TERRORISM EXCLUSION

You were notified that under the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 ("The Act"), that you had a right to purchase insurance coverage for losses arising out of acts of terrorism, as *defined in Section 102(1) of the Act*.

You opted not to purchase this coverage.

The War and/or Terrorism Exclusion that is a part of this policy is therefore in full force and effect.

This endorsement modifies insurance provided under the following:

**COMMUNITY ASSOCIATION DIRECTORS & OFFICERS LIABILITY INSURANCE
POLICY**

TEXAS STATE AMENDATORY ENDORSEMENT

It is agreed:

XIV. CANCELLATION OR NON-RENEWAL, **A.,B.,C.**, are deleted in their entirety and replaced with the following:

A. This Policy may be canceled by the **Parent Organization** by either (1) mailing or (2) delivering to the **Company** written notice requesting cancellation and in either case stating when, thereafter such cancellation shall be effective. If canceled by the **Parent Organization**, the **Company** shall retain the customary short rate (90% of pro rate) proportion of the premium.

B. CANCELLATION

The **Company** may cancel this Policy by mailing or delivering to the **Parent Organization** written notice of cancellation, stating the reason for cancellation, at least ten (10) days before the effective date of cancellation.

The permissible reasons for cancellation are as follows:

- (1) If this Policy has been in effect for sixty (60) days or less, the **Company** may cancel for any reason except, that under the provisions of the Texas Insurance Code, the **Company** may not cancel this Policy solely because the policyholder is an elected official.
- (2) If this Policy has been in effect for more than sixty (60) days, or if it is a renewal or continuation of a Policy issued by the **Company**, the **Company** may cancel only for one or more of the following reasons:
 - a.** Fraud in obtaining coverage;
 - b.** Failure to pay premiums when due;
 - c.** An increase in hazard within the control of any **Insured** which would produce an increase in rate;
 - d.** Loss of the **Company's** reinsurance covering all or part of the risk covered by the Policy; or
 - e.** If the **Company** has been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

C. NON-RENEWAL

- (1) The **Company** may elect not to renew this Policy except, that under the provisions of the Texas Insurance Code, the **Company** may not refuse to renew this Policy solely because the policyholder is an elected official.
- (2) If the **Company** elects not to renew this Policy, the **Company** may do so by mailing or delivering to the **Parent Organization**, at the last mailing address known to the **Company**, written notice of non-renewal, stating the reason for non-renewal, at least sixty (60) days before the expiration date. If notice is mailed or delivered less than sixty (60) days before the expiration date, this Policy will remain in

- effect until the sixty-first (61st) day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
- (3) If notice is mailed, proof of mailing will be sufficient proof of notice.
 - (4) The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

XX. OTHER INSURANCE is deleted in its entirety and replaced with the following:

If other insurance is available to any **Insured** for a **Loss** covered hereunder, the **Company** obligation is limited to sharing in the proportion that the limit of the Policy bears to the total of the limits of all forms and policies covering on the same basis.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Parent Organization's** Policy and takes effect on the effective date of the **Parent Organization's** Policy unless another effective date is shown.

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