



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Neate Dupey Insurance Group 8700 E. Vista Bonita Dr. Suite 270 Scottsdale AZ 85255		CONTACT NAME: Kelsy De Lay PHONE (A/C, No, Ext): (480) 391-3000 E-MAIL ADDRESS: Kelsy@neatedupey.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: LIO INSURANCE COMPANY	NAIC # 17346
		INSURER B: ACE FIRE UNDERWRITERS INS CO	20702
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Maryland Heights Community Association 16625 S DESERT FOOTHILLS PKWY PHOENIX AZ 85048-8470			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HOA1000037541-00	09/25/2024	09/25/2025	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			HOA1000037541-00	09/25/2024	09/25/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Directors and Officers			ADOAZF178707372	09/25/2024	09/25/2025	LIMIT	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As per written contract, Blanket Additional Insured for General Liability in favor of Certificate Holder applies. As per written contract, Blanket Waiver of Subrogation for General Liability applies in favor of Certificate Holder.

CERTIFICATE HOLDER **CANCELLATION**

Vision Community Management 16625 S Desert Foothills Pkwy Phoenix AZ 85048	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SCOTT SHIRLEY
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is \$15,000 regardless of the numbers of employees, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

G. Additional Insured – Board Members and Officers

WHO IS AN INSURED, is amended and the following added, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:

1. Any member of the governing body of the named insured.
2. Any boards, commissions or councils of the named insured and their members.
3. Any elected or appointed officer of the named insured.

H. Additional Insured – By Written Contract or Agreement

WHO IS AN INSURED is amended to include the following:

Any person or organization with whom you agreed, because of a written contract, written agreement or permit, is an insured, but only with respect to:

1. “Your work” for the additional insured(s) at the location designated in the contract, agreement or permit.
2. Facilities owned or used by you.

This provision does not apply:

1. Unless the written contract or written agreement has been executed or permit has been issued prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.
2. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
3. To any lessor of equipment:
 - a. After the equipment lease expires; or
 - b. If the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of sole negligence of the lessor.
4. To any:
 - a. Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
 - b. Managers or lessors of premises if:
 - (1) The occurrence takes place after you cease to be a tenant in that premises’ or
 - (2) The “bodily injury”, “property damage”, or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

I. Additional Insured – Broadened Named Insured

WHO IS AN INSURED is amended to include the following:

Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

J. Additional Insured – Committee, Organization and Subsidiary

WHO IS AN INSURED is amended to include the following:

Any committee, organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any committee, organization and subsidiary not named in the Declarations as a Named Insured, if they are also insured under another policy, but for its termination or exhaustion of its limits of insurance.

K. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

WHO IS AN INSURED is amended to include the following:

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

L. Additional Insured – Managers or Lessors of Premises

WHO IS AN INSURED is amended to include the following:

Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

M. Additional Insured – Off Site Board Meeting Venue

WHO IS AN INSURED is amended to include the following:

Any venue which you use to conduct board meetings whereby they require they are to be added as an additional insured under the policy.

N. Additional Insured – Use of Watercraft

WHO IS AN INSURED is amended to include the following:

Any person, who with your consent, either uses or is responsible for the use of a watercraft that you do not own that is less than 65 feet long and is not being used to carry persons or property for a charge.

O. Duties in The Event of Occurrence, Offense, Claim or Suit

COMMERCIAL GENERAL LIABILITY CONDITIONS, Duties In The Event Of Occurrence, Offense, Claim or Suit is modified as follows:

a. is amended to include:

This condition applies only when the “occurrence” or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- (4) Board member or property manager responsible for the association.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- (4) Board member or property manager responsible for the association.

P. Unintentional Failure To Disclose Hazards

COMMERCIAL GENERAL LIABILITY CONDITIONS, Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

Q. Liberalization

COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

R. Transfer of Rights of Recovery Against Others To Us

COMMERCIAL GENERAL LIABILITY CONDITIONS, Transfer of Rights of Recovery Against Others To Us is modified as follows:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

S. Bodily Injury – Includes Mental Anguish

DEFINITIONS, "Bodily Injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

T. Personal and Advertising Injury – Includes Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "Personal and Advertising Injury" is amended as follows:

1. "Personal and Advertising Injury", malicious prosecution is deleted and replaced with the following:

Malicious prosecution or abuse of process:

2. Adding the following:

"Personal and advertising injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or