



USI INSURANCE SERVICES CORPORATION
3190 FAIRVIEW PARK DRIVE, SUITE 400
FALLS CHURCH, VA 22042
PHONE: 703-698-0788 / MAIN FAX: 610-362-8377

PLEASE HELP US ASSIST YOU BETTER!

USI's certificate department receives hundreds of requests for certificates of insurance daily. As a result, it typically takes at least 24 hours to accommodate these requests after they are made.

PLEASE FOLLOW THESE GUIDELINES TO HELP US HELP YOU:

- Request certificates via fax at 610-362-8377 or on-line at www.usicondo.com. Requests taken over the phone slows down the process.
- Minimize "urgent" or same-day requests.
- Make requests early, allowing 48-72 hours or more for processing.
- Minimize "follow-up" phone calls. If you have not received a certificate of insurance within 72 hours, please contact us at 703-698-0788.
- Please use the attached form, which will provide us with all necessary information and make processing more timely.

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.



REQUEST FOR CERTIFICATE OF INSURANCE

**Community Association's
Name:** _____

**Unit Owner/Purchaser First
and Last Name:** _____

Property Address: _____

Unit Number: _____

Loan Number: _____

**Mortgagee Clause or
Mortgage Company Name:** _____

Mortgage Company Address: _____

**Name & Company of
Requesting Party:** _____

Date Certificate is Needed:

Send Certificate to: _____

At: _____

Thank you!

Please fax/email to 610-362-8377/usi.certrequest@usi.biz



PROTECT. MANAGE. GROW.

REQUEST FOR FULL POLICY COPY

Due to privacy concerns we are unable to release the policy copy unless written authorization is received from the condo association. Please forward this form to the association for signature. PLEASE NOTE: An email address must be provided for delivery purposes.

Community Association's Name: _____

Unit Owner/Purchaser
First and Last Name: _____

Property Address: _____

City, State, and Zip Code: _____

Unit Number: _____

Lender Name (if any): _____

Requestor Name: _____

Requestor Email Address: _____

To be completed by an authorized signatory of the condo association (Property Manager, or Board President).

USI Insurance Services LLC is hereby authorized to provide the full copy of the policy per the above request.

Authorized Signature

Date

Title



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USI Insurance Services LLC
3190 Fairview Park Drive, Suite 400
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Main: 703.698.0788
Toll Free: 800.792.9800
Fax: 610.362.8377
www.usi.biz
www.usicondo.com

Lakeside at South Riding IMPORTANT INSURANCE INFORMATION

Dear Unit Owners and Renters:

The Board of Directors has elected to continue the Association's Master Property and Casualty Insurance Program with USI Insurance Services. The policy is underwritten by Travelers Insurance Company and affords among the broadest coverage currently available for condominium associations. As residents you should be aware however, that the Master Insurance Program does not satisfy all of your insurance needs. You should consider purchasing personal insurance to fully protect your interest.

Master Policy Coverage & Personal Insurance Responsibilities: Building coverage under the Master Policy is written on a single entity basis, which means coverage does not extend within individual units to fixtures, appliances, wall and floor coverings and cabinetry according to the original plans and specifications. The Master Policy does not cover any individual unit improvements, betterments, additions or alterations made subsequent to conveyance from the developer. For example, if kitchen appliances or bathroom fixtures have been upgraded in your unit, the Master Policy does not cover these improvements or betterments. If wallpaper has been installed or a new wall constructed to divide a room, these additions and alterations are not covered by the Master Policy. In addition to improvements, betterments, additions and alterations, the Master Policy does not provide coverage for your personal property or additional living expenses.

Building coverage under the Master Policy is subject to a \$25,000 deductible per occurrence. Accordingly, the Master Policy will cover claims only when the damage caused by any one occurrence exceeds \$25,000.

Coverage is provided under the Master Policy to protect unit owners against liability claims arising out of membership in the association. For example, if somebody slips and falls on the common elements, the Master Policy will indemnify and defend all unit owners against a liability claim for bodily injury that might result. However, if anybody slips and falls or otherwise sustains bodily injury within an individual unit, the Master Policy liability coverage will not apply. Should you inadvertently leave the water running in your kitchen sink allowing water to overflow, the Master Policy will not protect you against the claim from the resident in the unit below for damage to their personal property or the expensive wallpaper they installed.



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Resident Owners should purchase an individual homeowners policy (HO-6). The HO-6 policy can provide coverage for your personal property, unit improvements, betterments, additions and alterations, additional living expenses and personal liability. Coverage can be arranged under some HO-6 policies to pay for damages to your unit over your personal policy deductible, usually \$250 or \$500, up to the \$25,000 Master Policy deductible. Unit owners should check with your HO-6 policy agent or company to determine if your policy covers damage to your unit up to the Master Policy deductible.

Non Resident Owners may not need coverage for personal property or additional living expenses; however do have all of the other insurable exposures of a resident owner. Additionally, non-resident owners have an exposure for loss of rental income, which can be insured against.

Renters should purchase an HO-4 policy to provide coverage for personal property, additional living expenses and personal liability.

To complete your insurance coverage, owners and renters need to purchase a personal insurance policy. A qualified insurance agent can specifically design your personal policy coverage to fit your individual needs and properly compliment the Master Policy coverage.

All Claims should be reported to your management office.

Certificates of Insurance can be requested by faxing your request to 610.362.8377, emailing usi.certrequest@usi.biz or online at our website, www.usicondo.com.

We appreciate your business and look forward to continuing our relationship with you during the coming year.

**LAKESIDE AT SOUTH RIDING CONDOMINIUM
UNIT OWNERS ASSOCIATION**

POLICY RESOLUTION NO. 08-02

**RESPONSIBILITY FOR REPAIR COSTS AND/OR INSURANCE DEDUCTIBLES
ARISING FROM LOSSES AND DAMAGES ORIGINATING IN UNITS**

WHEREAS, Section 3.1 of the Bylaws of the Lakeside at South Riding Condominium Unit Owners Association (“the Association”) states that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association;

WHEREAS, Section 3.1 of the Bylaws empowers the Board to adopt and amend rules and regulations of the Condominium;

WHEREAS, Section 5.5 of the Bylaws requires that unit owners maintain their units and related equipment, components, appliances and appurtenances in good order, condition and repair; and that each unit owner shall be responsible for all damage to any other units or to the common elements resulting from his failure or negligence to make any such repairs; and that the unit owner of any unit to which a limited common element, e.g. balcony, skylight, etc. is appurtenant shall make all repairs thereto caused or permitted by his negligence, misuse or neglect;

WHEREAS, Section 5.5(a) provides that the Association is responsible for maintenance, repair or replacement of the common elements unless the Board decides (by a majority vote of the Board) that such maintenance, repair or replacement was necessitated by the negligence, misuse or neglect of a unit owner;

WHEREAS, Section 9.1(a) of the Bylaws further provides that each unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors.

WHEREAS, the Section 6.2 of the Bylaws provides that the Board shall obtain and maintain a blanket "all-risk" casualty insurance policy ("Master Policy") covering the interests of the Unit Owners Association, the Board of Directors and all unit owners and their mortgagees

and that the deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense, except where the claim is for components of a unit;

WHEREAS, circumstances may arise where the Association must determine whether a unit owner is responsible for repairs to other units or the common elements and/or where the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair due to a casualty, which circumstances include, inter alia, the presence of an insurance deductible;

WHEREAS, in order to avoid time-consuming and expensive disputes over responsibility for payment of the costs of repairs to common elements or units or for payment of the insurance deductible amount in cases of casualty loss or damage (or for the costs of repairing the common elements or other units in cases where loss or damage originated in a unit, but is not covered by insurance or is less than the amount of the insurance deductible), the Board of Directors of the Association deems it necessary to establish a policy for assessment of the cost of the aforementioned repair or deductible expenses against any unit owner whose act, neglect or carelessness caused said loss or damage.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board by the Condominium Act, the Bylaws and this Resolution duly adopts the following policies and regulations.

1. Determination by Board. If loss or damage to a unit(s) or the common elements results from a condition originating in a Unit, the Board by a majority vote shall determine whether the loss or damage occurred due to the act, negligence, misuse or carelessness for which such Unit's owner is responsible (including the act, negligence, misuse or carelessness of any member of such Unit Owner's household or such Unit Owner's guests, invitees, tenants, agents or employees).

2. Board's Discretion; Standard. The determination as to whether the loss or damage to other unit(s) or the common elements arose as a result of an act, negligence, misuse or carelessness will be made by the Board of Directors in its sole discretion. The Board may in its discretion determine, *inter alia*, that a failure by the Unit Owner (or the Unit Owner's tenant or household members) to maintain the unit and its related components, equipment, appliances and appurtenances in good order, condition and repair constitutes an

act, negligence, misuse or carelessness for which responsibility may be imposed. If the Board finds that said loss or damage resulted from circumstances for which the Unit Owner or his tenant is responsible, the Board (or its agent) shall provide a brief explanation as to what was the basis for the Board's finding.

The Board is likely to find by a majority vote that acts (or failures to act) are negligent, careless or neglectful and these acts or failures to act are set forth on the attached Exhibit A. This Exhibit A is attached hereto to ensure owners and residents are aware of their duties in maintaining their units and also describes the legal standard by which the Board may find that someone has acted in a negligent, careless or neglectful way. All owners should read and become familiar with this Exhibit.

3. Responsibility for Deductible in Insured Losses. If the loss or damage to other unit(s) or common elements is determined by the Board to be the responsibility of the Unit Owner as noted above and is also a casualty loss covered by the proceeds of the Master Policy of insurance, said Unit Owner shall be responsible for payment of the insurance deductible. The deductible cost shall constitute an assessment against the Unit Owner's unit. If the Unit Owner fails to pay the deductible, then the deductible cost shall be charged to the Unit as an assessment for which the Association shall have a lien and shall be otherwise collected as an assessment. Notwithstanding the foregoing, in accordance with Section 6.1(d) of the Bylaws, if the insurance claim is for components of a unit, the deductible, if any, shall be borne by the unit owner determined to be responsible for the damage.

4. Losses Which Are Uninsured or Below the Deductible. If the loss or damage to other unit(s) or the common elements is determined by the Board to be the responsibility of the Unit Owner as noted above and is not covered by the proceeds of insurance, or said loss or damage does not exceed the deductible amount under the insurance policy, the Unit Owner shall be responsible for the full payment of all costs of the maintenance, repair or replacement necessitated by the loss or damage. These costs shall constitute an assessment against the Unit Owner's unit. If the Unit Owner fails to pay these costs, then the costs shall be charged to the unit as an assessment for which the Association shall have a lien and shall be collected as an assessment.

5. Insured Losses Caused by Multiple Owners. To the extent that the need for maintenance, repair or replacement under an insured loss arises as a result of the act, negligence, misuse or carelessness of several persons or entities, the cost of the deductible

may either be charged against one of such persons or entities or equitably apportioned by the Board against all responsible persons or entities. The responsible Unit Owners shall be jointly and severally liable for the insurance deductible, and such expense shall constitute an assessment against their units. If an Owner fails to pay the deductible, then the deductible cost shall be charged to their Unit as an assessment for which the Association shall have a lien and shall otherwise be collected as an assessment.

6. Unit-to-Unit Losses. The Board of Directors reserves the right not to impose liability or make a determination pursuant to this Resolution in circumstances where an uninsured loss originates in one unit and damages another unit(s), but does not damage the common elements, in which case the matter may be pursued by the unit owners involved without the Association's involvement.

7. No Change to Responsibilities. This Resolution does not change the duties imposed on Unit Owners for maintenance, repair and replacement under the Declaration and Bylaws.

8. Unit Owner Insurance Encouraged. Unit owners are expressly encouraged to purchase condominium unit owner insurance policies to cover their personal belongings, unit improvements and betterments, personal liability exposures, additional living expenses, and the Association's master property insurance deductible amounts that they are responsible for paying under this Resolution.

9. Effective Date. This Resolution shall be effective upon its adoption.

EXHIBIT A – EXAMPLES OF NEGLIGENCE, NEGLECT OR CARELESSNESS:

As noted by the Resolution, unit owners may be held responsible for the negligence, misuse, neglect or carelessness of unit owners or residents which leads to damage to other units or the common elements. The owners may be held responsible for either the full costs of required repairs or for the insurance deductible associated with the claim, which may be substantial.

Standard. For the purpose of this resolution, “negligence”, “carelessness”, “neglect” or “misuse” shall be deemed to mean (1) the failure to use the kind of care that a reasonable person would use in the circumstances; or (2) acting in a way contrary to the way a reasonably careful person would have acted under the circumstances; or (3) failing to carry out reasonably foreseeable required maintenance or repairs to one’s unit such that the failure causes a loss or damage to other units or the common elements.

Examples. Examples of negligence, misuse, neglect or carelessness for which owners may be held responsible include, but are not limited to:

- failure to repair or replace leaking unit pipes, faucets and/or fixtures;
- permitting ineffective seals to exist around tubs, showers, or toilets (including the wax seal beneath the toilet) or not clearing slow or stopped drains;
- failure to properly maintain appliances (such as freezers, refrigerators, dishwashers, washers/dryers, water heaters) so as to prevent leaks and electrical problems;
- failure to keep unit reasonably clean and free of debris that attracts vermin;
- failure to ensure that tubs, toilets, sinks, showers, shower pans and other apparatus which use water do not leak and/or a failure to promptly address leaks when you know or reasonably should have known about them (or they are reported to you).
- placing inappropriate items down toilets or garbage disposals or into garbage/trash collection system;
- placing prohibited items on decks/balconies or patios.
- leaving burning candles or running faucets unattended;
- smoking in bed;
- leaving irons or curling irons plugged in and unattended.

- Failure to clean and maintain condensation drain lines and related HVAC equipment;
- Failure to maintain heat, to 62 degrees Fahrenheit, within a unit during cold weather months.

This list is not exhaustive and unit owners may be held responsible for other acts, omissions or failures to maintain not listed here in the discretion of the Board.

Adopted: 2008-05-12