

# **GHI Outdoor Structures Task Force**

2021 Final Report

09.25.2021

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# Foreword

“There are no warning signs on the trampoline. The warning is the trampoline.”

- Chelsea Handler

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“It is not fair to ask of others what you are not willing to do yourself”

- Eleanor Roosevelt

“And thou, Melkor, shalt see that no theme may be played that hath not its uttermost source in me, nor can any alter the music in my despite. For he that attempteth this shall prove but mine instrument in the devising of things more wonderful, which he himself hath not imagined.”

- Eru Ilúvatar

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## Executive Summary

The Task Force coordinated with GHI expert staff and relevant industry professionals to better understand the landscape of liability associated with temporary structures, including what types of physical infrastructure constituting an attractive nuisance. The Task Force developed several recommendations for changes to GHI policy to address gaps in key areas, responses to Board of Directors questions, and suggested staff protocols to help balance member freedom, required support, and liability de-risking.

Formal BoD questions (addressed more in-depth later on)

- **What specific outdoor recreation structures should be permitted/not permitted?**
  - No additional outdoor recreation structures identified in this report should be subject to the existing GHI permitting process.
  - Scope of Structures has the list of structure-types with coverage recommended.
- **Should GHI require members to sign a hold harmless agreement for certain types of recreation structures that are permitted?** (permitted taken here to mean ‘allowed’)
  - Yes. An example agreement is included in the Attachments.
- **Should GHI require members to have HO6 insurance for certain types of recreation structures that are allowed and what should be the amounts of insurance coverage?**
  - Yes, and verified via a standard form included in the same correspondence as the Hold Harmless agreement. The Task Force recommends a coverage amount for Personal Injury between \$200,000.00-500,000.00 in 2021 USD.
- **Should members provide evidence of insurance coverage to staff annually for certain types of recreation structures that are permitted?**
  - Yes, annually.
- **Should staff inspect certain types of recreation structures periodically to ascertain their condition and whether protective barriers are being maintained?**
  - On the spot inspections, or in conjunction with other inspections, yes.
  - Separate inspections, no.

# Members and Meetings

Members of the Outdoor Structures Task Force were:

- Amy Knesel
- Chris Carbone
- Heather Mortimer (Board Liaison)
- Joe Ralbovsky
- John French (Staff Liaison)

Meetings were advertised on the GHI Calendar and held (roughly) monthly at 7:00pm Eastern on the following dates:

- June 16, 2021
- July 7, 2021
- August 4, 2021
- August 18, 2021
- September 08, 2021

## Key Context

This Outdoor Structures Task Force was established by the GHI Board of Directors, ostensibly, in response to the concerns on liability, safety, aesthetic, and undue regulatory burden arising from a member's request to install a trampoline in a garden-side yard. The Task Force's work considers, more broadly, attainable solutions to these concerns, including changes in GHI policy, to help improve decision-making about requests similar to the one that began this effort.

### Task Force's Purpose

- Review conditions and considerations involving outdoor structures not covered under the GHI permitting process and suggest both relevant revisions to GHI rules and targeted recommendations for GHI staff policy/procedures. Considerations include, primarily, the required balance for encouraging member freedom while also protecting members from any legitimate safety risks and associated liability risks that could result from GHI being a party to a lawsuit involving identified structures.

### Task Force's Intentions

- Balance member freedom of choice with de-risking liability issues and preventing coop fee increase needed to contend with higher GHI-wide insurance premiums.
- Provide for safety of members and visitors with best practices, while allowing optionality for members.
- Prevent broad increases of demand on staff bandwidth.
- Prevent member confusion or undue irritation.
- Comply with existing policy

## Methodology

- Conducted research on current and potential threats and risks, existing rules employed by similar entities, and technology solutions that could address concerns without fundamental upheaval of member behavior/experience.
- Solicit advice and expertise from GHI expert staff and insurance professionals.
- Coordinate with staff and GHI legal representation to formulate sound and effective recommendations within the Task Force's Scope.

## Official Board Business that defines recommendations:

- What specific outdoor recreation structures should be permitted/not permitted?
- Should GHI require members to sign a hold harmless agreement for certain types of recreation structures that are permitted?
- Should GHI require members to have HO6 insurance for certain types of recreation structures that are allowed and what should be the amounts of insurance coverage?
- Should members provide evidence of insurance coverage to staff annually for certain types of recreation structures that are permitted?
- Should staff inspect certain types of recreation structures periodically to ascertain their condition and whether protective barriers are being maintained?

**Suggested motion: "I move that the Board of Directors appoint a task force to recommend revised rules to mitigate GHI's liability associated with certain types of outdoor recreation structures that members may wish to install."**

# Scope of Structures / Objects Covered

An “attractive nuisance” is an item or condition that may result in injury to a child. Property owners may be held liable for these injuries even if the child was trespassing. In general, attractive nuisances are artificial conditions that are not obviously dangerous, but attractive to children. Apparent dangers (like fire, sharp objects, poison) and non-maintained features (like natural ponds, hills, natural choking hazards) are not considered attractive nuisances.

Common Attractive Nuisances Include:

- Swimming Pools (Addressed in XIII. Swimming Pools and Ornamental Ponds)\*
- Fountains, Artificial Ponds, and other water sources\*
- Trampolines\*
- Playground Equipment and Swings\*
- Dangerous Animals (Addressed in XV. Companion Animals)
- Tools and Construction Equipment
- Discarded Appliances or Vehicles (Addressed in III. Maintenance Standards)

ALL members are strongly encouraged to maintain HO6 insurance coverage with liability protection. For members with semi-permanent play structures and water features, HO6 insurance is REQUIRED.\*

There are many families living in GHI and the surrounding areas, thus members should make every effort to protect children from potential dangers within their yards. Here are some actions you can take to protect children and reduce liability:

**Swimming Pools** Remove access to the pool when it is unsupervised. For above ground pools, remove the ladder. For in ground pools, install a fence and ensure that the gate is kept locked. Consider installing an alarm or flood light to alert you to any trespassers. Store chemicals in a locked shed or container. Keep a rescue device (throw rope or float) and first aid kit on hand.

**Water Features** Prevent drownings by building water features within fenced yards, covering standing water with sturdy wire or mesh, or building water features that do not have standing water (i.e. a “disappearing” waterfall).

**Trampolines** Trampolines should be constructed in adherence to the manufacturer’s guidelines and have a safety net. When not in use, the safety net should be locked and any steps or ladders to access the trampoline removed. Members should also consider building a fence, installing alarms or flood lights, and keeping a first aid kit nearby.

**Playground Equipment, Play Houses, and Swings** Play equipment should be constructed according to the manufacturer's guidelines. They should be well secured and placed on a soft substrate. Stationary ladders are considered safer than rope ladders. Consider keeping the playset within a fenced yard, and removing ladders and swings if it is to be unused for an extended period of time (for example, while on vacation).

## Recommendations and Expected Member Impact

Currently, as-needed guidance to individual members on best-practices and requirements does not adequately address the safety and liability issues identified in the Key Context Section, and is time-intensive for GHI Staff.

We, the Task Force, therefore recommend that GHI adopt several changes in policy, identified as new or amended regulations in the member handbook, as well as standard procedures for GHI staff with regard to outdoor temporary structures.

While it is the intention of this Task Force to create as cost-effective and low-impact a framework as possible, several changes in member experience should be anticipated and prepared for.

### Changes in Member-Handbook Regulation/Member Requirements

1. Requirement of appropriate liability coverage, with types and examples that would comply included in materials and responses to member inquiries.
2. A signed hold-harmless agreement (attached to other, provisional paperwork explaining requirements).
3. Some method of concurrence or acceptance, that member structures must have the ability to be ‘closed’ to prevent it from being an ‘attractive nuisance.’
4. Reexamination/Reiteration of current ‘seasonality’ of certain outdoor structures.

### Changes in GHI Staff Procedure

1. Member Orientation Addendum
  - a. Additional information, including examples of commercially available insurance coverage, provided to members both during orientation and upon inquiry, for existing members.
  - b. Talking to members about the risks / responsibilities surrounding outdoor structures as a response to member initial inquiry, completing the requirement to provide evidence of active HO6 coverage, and inquiries related to non-compliance or need for adjustment of member equipment.
2. E-News scheduled info blast at the end of March, annually.
  - a. This item could/should contain:
    - i. Link to member handbook with references to official rules on Temporary Exterior Structures / Seasonal Structures.
    - ii. Link to this report and/or BoD minutes related to actions arising from this report.
    - iii. GHI email for member questions.
3. Standardized Staff Response to Inquiry
  - a. Standard explanation text for member requirement as a tool for staff to respond to inquiries and to improve the standardization of GHI’s response to inquiring members.
    - i. This will include a reference to the existing quiet-hours regulation.
  - b. Provide relevant staff with a statement from legal counsel that reflects GHI’s authority to require HO6 coverage for members that have temporary outdoor structures.
4. Recommended Member Complaint Process (Attachment 1)
  - a. Staff Guidance on handling member complaints about neighbor temporary structures.

- Aesthetics
  - Safety Concerns
  - Use / Behavior
5. Clarity that GHI staff will not inspect or approve exterior temporary structures at the time they are purchased, set up, or 'opened' by members.
  6. Adherence and publication of the enforcement protocol / staff guidelines.



# Anticipated Member Impacts

The purpose of our efforts is to balance safety and liability concerns for individual members and the combined membership of our cooperative. The positive impacts from these changes are simple: decreased liability for GHI, improved safety for children, and increased transparency and freedom for individual members seeking broader use of their space. In assessing the impacts potentially negatively perceived, the Task Force identified several categories of perceived member issues.

1. 'More Rules'
  - a. With the advent of any new requirement levied on members of the cooperative, more reading on relevant information will be necessary for members to understand the required liability coverage, necessary specifications to prevent attractive nuisances, and limited interaction with GHI staff to indicate that rules have been understood and followed.
    - i. However, as some members may (currently or) otherwise find themselves grappling with how to adequately comply with looser guidance, this extra clarity may actually translate into time-savings and less uncertainty, rather than more.
2. 'More Structures'
  - a. With the provision of clearer, easily met requirements, more temporary exterior structures may be installed by members. This may affect the aesthetic of our neighborhood, and be noticeable by the neighbors of members who decide to pursue these structures.
  - b. This may be met with both positive and negative reactions, but it is likely GHI staff will receive complaints from those who view this as a negative development, rather than those who welcome any noticeable changes, including more enjoyment of their space.
  - c. In this instance, GHI staff should communicate the established rules, but not pursue responses that require a large amount of staff involvement or coordination.
3. 'More Spending'
  - a. Displeasure at needing to confirm or purchase an HO6 policy that includes standard liability coverage that applies to their proposed or existing temporary outdoor structure, even after understanding the purpose of that requirement.
  - b. Unhappiness or unwillingness to tender the technology-based solutions such as fencing, foldable stairs, mesh coverings, locks etc... in preventing a feature from being an attractive nuisance.
4. 'More Opinions'
  - a. Issues related to member complaints about 'use' of temporary structures.
  - b. Staff and Leadership time involved in dealing with individual member/neighbor complaints.
    - i. To ameliorate the time impact, the Task Force has proposed a draft 'Flow-Chart for Complaints Related to Outdoor Temporary Structures.' (Attachment 1)
5. 'More Versions'
  - a. Members may feel that there is inconsistent or incomplete communication of regulations within and outside of the membership.

- b. To prevent member misunderstanding, Staff should ensure that the requirements of Outdoor Temporary Structures are:
  - i. Consistent (identical) in all published material/locations
    - 1. Member Handbook
    - 2. On the GHI Website
    - 3. GHI Official Facebook
  - ii. Easily found on the website or via inquiry
  - iii. Publicized in existing channels (E-News)
    - 1. At time of adoption
    - 2. Annually, in March, with no-earlier than April 1 and removed by November 1 reiterated.
  - iv. Not shared on unofficial platforms where requirements may be incorrectly interpreted or explained.
    - 1. And removed, or highlighted as unofficial where these are shared outside of GHI staff/leadership control.

# **Enforcement and Protocol for Noncompliance**

GHI relies on its members to voluntarily comply with rules and regulations. However, compliance enforcement for structures covered by this task force is critical given the potential liabilities placed on our cooperative. Enforcement for items covered in this report can happen three ways:

1. Visual inspection by GHI staff during annual yard inspections.
  - a. GHI staff should be provided a list of approved structures while performing yard inspections. GHI staff should note all structures and report those that are not on the approved structure list to GHI management for entry into the protocol for noncompliance.
2. Reports and complaints from GHI members.
  - a. GHI members should report suspected unapproved or noncompliant structures to GHI management. GHI staff will verify if the reported structure is approved or inspect the structure if noncompliance is identified. Structures found to be unapproved or noncompliant will be placed in the protocol for noncompliance.
3. Annual end-of-season walk-thru by GHI staff (not a currently employed strategy).
  - a. For seasonal items, GHI staff will visually inspect yards with approved seasonal structures to verify those structures have been properly removed. Given the likely small number of approved seasonal structures, additional staff burden for this task should be negligible.

## **Protocol for Noncompliance**

Members who are found to be out of compliance with the requirements set forth for Swimming Pools, Water Features, Trampolines, Swingsets / Play Features / PlayHouses, will be notified in writing of their violation and required to correct noncompliance issues.

GHI staff will maintain a list of approved structures. Any structures identified that are not on the approved structures list or found to be noncompliant will face the following:

### **Unapproved or non compliant items:**

Unapproved or noncompliant structure violations are serious in nature as they increase potential liability burden on GHI and are potential safety issues for members and/or visitors. These protocols are intended to reflect the serious nature of these violations and lead to quick solutions, whether through member compliance or direct action by GHI.

1. Written notice of violation sent to members upon discovery of violation. Written notice to include instructions to cease use of the structure immediately until approval is granted by GHI. The member must apply for approval or bring the structure into compliance within 10 days of receipt (or 10 days from mailing) of the violation notice.
2. If after 10 days of receipt or days from mailing, the member has not applied for approval, a second written notice will be sent to the member. This notice will again state that the member must cease use of the structure immediately. The member will be given an additional 10 days to get approval or bring the structure into compliance. The second notice will also state that if the member does not comply within 10 days, GHI staff may enter the yard to remove the structure and charge the member for the removal and disposal service.

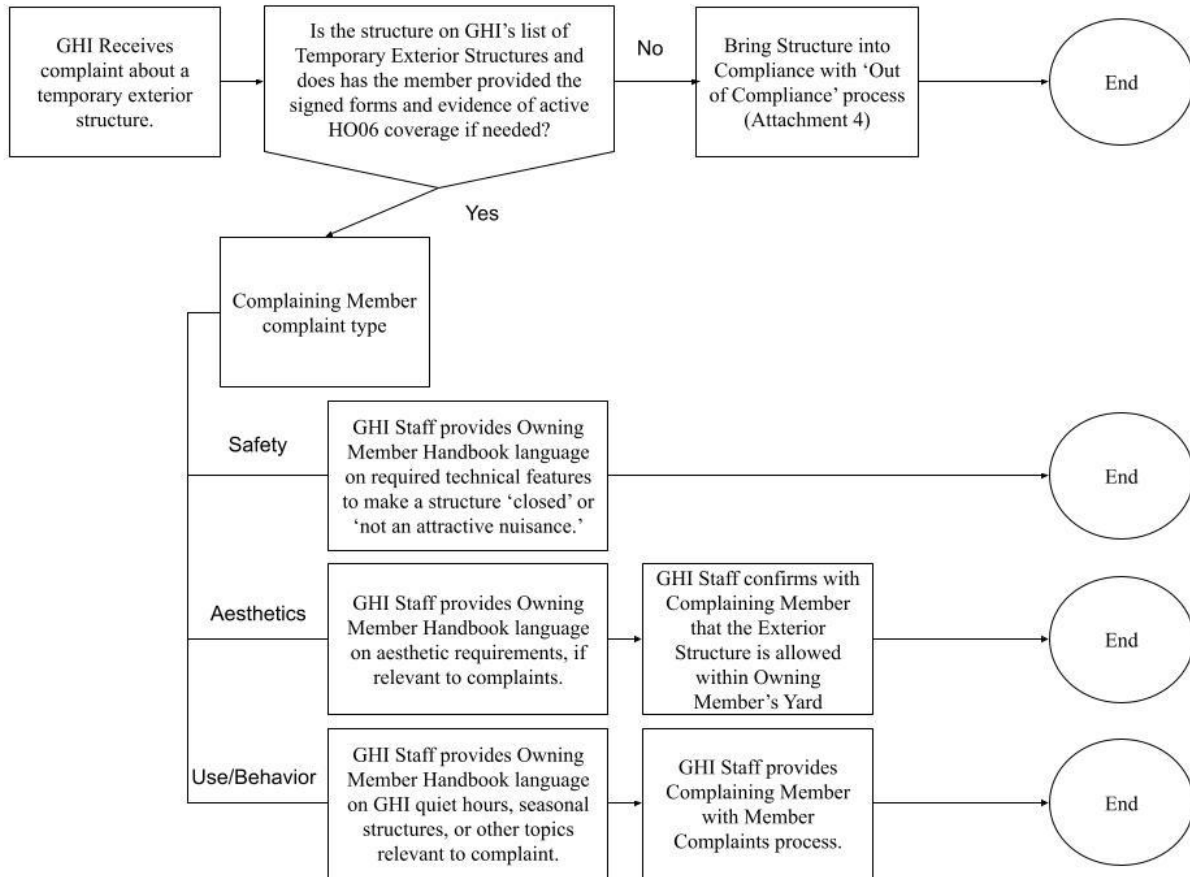
3. If after the given timeframe the structure has not been approved or brought into compliance, GHI staff will enter the yard and remove access to the structure and the member will be charged the fee-for-service rate.
4. For members with continued or recurring noncompliance, GHI staff may recommend convening a complaint panel to resolve the issue.
  - a. Caution tape or a similar tool should be used by staff to demarcate areas of GHI yards that are out of compliance.

#### Out-of-season items

Violation protocols for out-of-season structures are less serious and intended as gentle reminders for members. These items are approved and do not place significant additional liability burden on GHI, and therefore do not require significant GHI intervention.

1. For those structures with a designated season, recommended by this report to include: Trampolines, Temporary Pools, and Artificial Ponds, GHI staff will inspect yards with approved seasonal structures after the end of each season to ensure the structure has been stored.
2. Members with structures not properly stored will receive a reminder notice to remove and/or store structure for the off-season within 30 days.

Attachment 1: Flow-Chart for Complaints Related to Outdoor Temporary Structures



## INDEMNIFICATION AGREEMENT

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Member”), whose address is \_\_\_\_\_, and Greenbelt Homes, Inc. (“GHI”), the address of which is 1 Hamilton Place, Greenbelt, Maryland 20770.

### Recitals

- A. The Member is the occupant of a dwelling unit and certain exterior areas (“Yard”) located at \_\_\_\_\_. The dwelling unit and the Yard comprise the “Premises,” pursuant to the Member’s Cooperative Housing Proprietary Lease and Mutual Ownership Contract with GHI, dated \_\_\_\_\_ (“MOC”).
- B. GHI is the owner of the Premises and has authority to regulate the use of the Premises and to grant or withhold permission for any installations to be made on the Premises.
- C. The Member wishes to install the trampoline described and shown on Exhibit A to this Agreement (“Trampoline”) in the Yard.
- D. The Member has been fully advised of the risks of injury or death associated with use of trampolines and is willing to assume such risks and to hold GHI harmless from any claims arising in connection with the Trampoline.
- E. GHI is willing to permit installation of the Trampoline, subject to the terms and conditions of this Agreement, and the Member is willing to agree to and abide by the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the parties agree as follows.

- 1. GHI hereby grants permission, subject to the terms and conditions of this Agreement and subject to the MOC and governing legal documents of GHI, for the installation of the Trampoline in the Yard, for the term of this Agreement.
- 2. The Member shall maintain the Yard, shall maintain a secure fence surrounding the Yard, and shall maintain the Trampoline, in good and safe order, condition and repair and shall perform all necessary maintenance and repairs. If the Member fails to perform such maintenance or repairs, GHI, in addition to, and not in lieu of, any other rights and remedies available to GHI, shall have the right, after 10 days written notice to the Member, to remove the Trampoline from the Yard, and the Member shall reimburse GHI for all of its costs in connection with such work, within 10 days after written demand for payment is sent by GHI to the Member.
- 3. GHI and its authorized agents and contractors shall have a right of entry upon the Yard at any time, without prior notice, for the purposes of performing inspections and performing

any work permitted by this Agreement. The Member shall not obstruct or hinder GHI in the exercise of this right or in the performance of any inspections or work permitted by this Agreement.

4. The Member shall indemnify and hold harmless GHI and its members, directors, officers, committee members, employees and agents, and their respective successors and assigns, from and against any and all claims, damages, injuries, suits, proceedings, actions or causes of action of any kind, including personal injury or death, along with all costs and attorney's fees, which may arise in connection with use of the Trampoline or the presence of the Trampoline in the Yard.
5. The Member shall at all times maintain an adequate liability insurance policy covering claims for injuries or death resulting from use of the Trampoline or the presence of the Trampoline in the Yard. GHI and its members, directors, officers, committee members, employees and agents, and their respective successors and assigns, shall be designated as additional insured parties under such insurance policy. A Certificate of Insurance documenting such required coverage is attached hereto as Exhibit B. The Member shall provide GHI with a Certificate of Insurance annually on or before the anniversary date of this Agreement, documenting that such insurance coverage remains in effect.
6. At such time as the Member ceases to be a member of GHI or ceases to reside at the Premises, this Agreement shall terminate automatically and the Member shall immediately remove the Trampoline from the Premises. Permission given by GHI to the Member under this Agreement for installation of the Trampoline is given personally to the Member, and shall automatically be withdrawn upon termination of this Agreement, and such permission shall not be assigned, and shall not transfer or convey, to any other person, including without limitation any tenant, any other member of GHI, any future occupant of the Premises, or any of the Member's heirs, successors or assigns.
7. If the Member fails to comply with any provision of this Agreement, or if GHI in its sole discretion determines that the presence of the Trampoline is not in the best interest of GHI or its members, GHI shall have the right to terminate this Agreement and the rights granted to the Member hereby upon 10 days' written notice to the Member.
8. Upon termination of this Agreement, the Member shall immediately remove the Trampoline from the Premises and shall not thereafter install any trampoline on the Premises. If the Member fails to remove the Trampoline as required within 10 days after notice from GHI, GHI shall have the right to remove the Trampoline from the Yard, and the Member shall reimburse GHI for all of its costs in connection with such work, within 10 days after written demand for payment is sent by GHI to the Member. The exercise by GHI of the right to terminate this Agreement shall not, however, constitute an election of remedies, and GHI shall have the right to take any other action available at law or in equity to enforce this Agreement or to enforce any other rights that GHI may have under the MOC, under the governing legal documents of GHI, or under applicable law. Any failure or forbearance by GHI to enforce this Agreement or any to exercise any other rights available to it shall not constitute a waiver of any right of GHI to enforce this Agreement or to exercise such other rights on any other occasion.

9. Notices required or permitted by this Agreement shall be in writing and shall be hand-delivered or mailed by first class mail postage prepaid, or sent by Federal Express or other nationally recognized overnight delivery service, or sent via electronic mail with confirmation of delivery, to the parties at the addresses set forth above, or to such other address as any party may designate by written notice from time to time. Notices sent by hand or electronic mail shall be deemed received upon actual receipt or upon refusal of receipt on the first occasion on which delivery is attempted. Notices sent by first class mail shall be deemed received four days after deposit in the U.S. Mail. Notices sent for overnight delivery by Federal Express or other nationally recognized overnight delivery service shall be deemed received 1 business day after delivery to such nationally recognized delivery service.
10. This Agreement cannot be modified except by written amendment of this Agreement, signed by the parties. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.
11. This Agreement shall be enforced and construed under the laws of Maryland without regard to conflict of laws principles. Venue for any legal action in connection with this Agreement shall be in Prince George's County, Maryland.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first set forth above.

**GREENBELT HOMES, INC.**

By: \_\_\_\_\_

President

By: \_\_\_\_\_

Secretary

**MEMBER**

\_\_\_\_\_



**EXHIBIT A**

**DESCRIPTION, SPECIFICATIONS AND IMAGE OF TRAMPOLINE**

**[ATTACHED]**

**(Pictures go here)**

**EXHIBIT B**

**MEMBER'S CERTIFICATE OF INSURANCE**

**[ATTACHED]**

**(Attachments go here)**

## EXHIBIT C

### MEMBER'S HOLD HARMLESS AGREEMENT

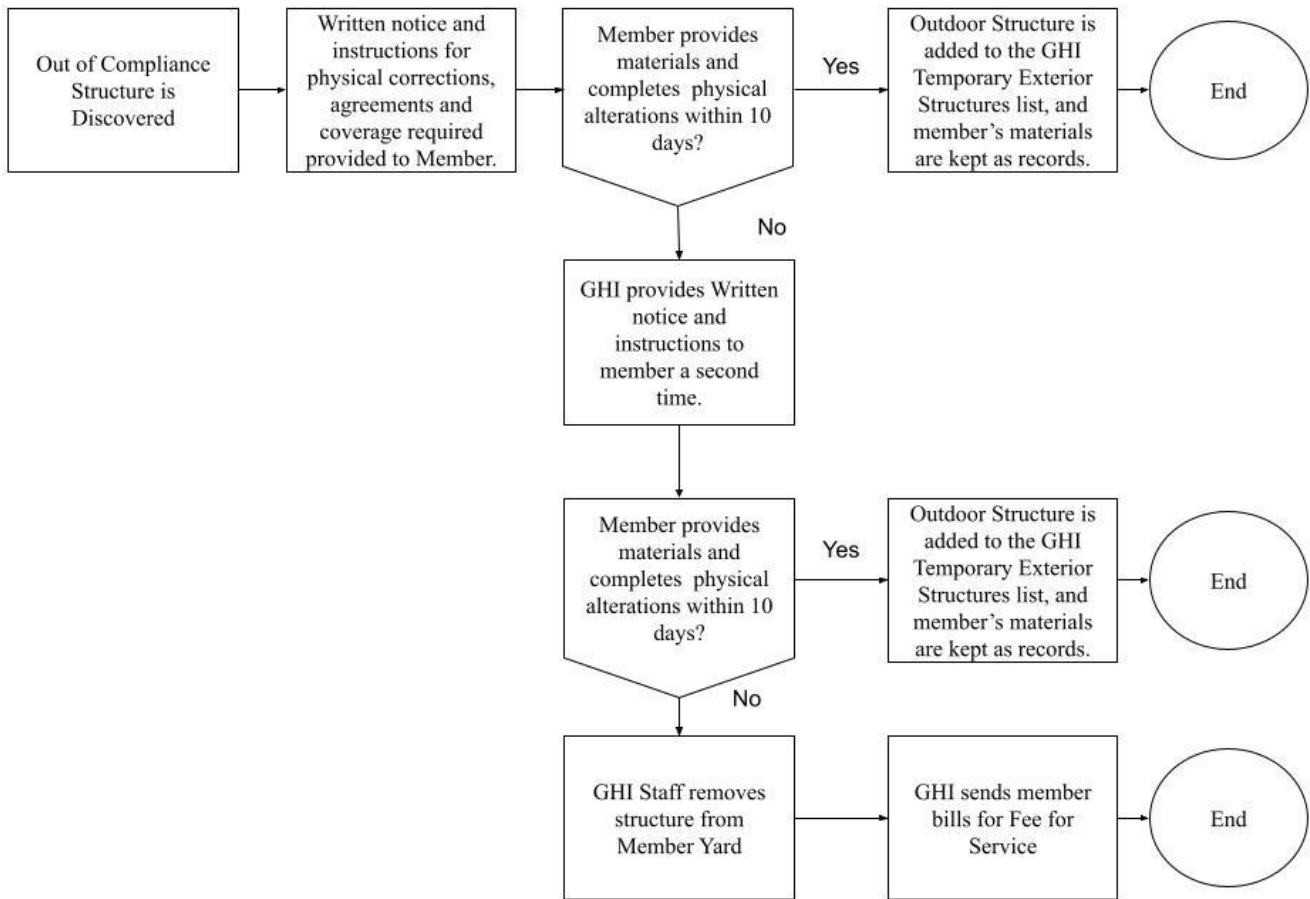
[Member Name] does hereby agree to indemnify, defend and forever hold harmless Greenbelt Homes Incorporated and its members, directors, officers, board and committee members, employees and agents against any and all suits, other causes of action or claims for damages of any type, kind or nature directly or indirectly caused by or arising out of the use of [Exterior Structure] at [address].

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

**Note: This is suggested wording only that we strongly recommend be reviewed by the Cooperative's legal counsel.**

### Attachment 3: Flow-Chart for Non-Compliance Steps



#### **Attachment 4: HO6 Coverage Cost and Explanation**

**As of July 2021, the average cost of HO6 insurance was \$308/year in Maryland.<sup>1</sup>**

**<https://www.coverage.com/insurance/home/ho-6/>**

**(What is Covered PDF, by Allstate).**

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<sup>1</sup> <https://www.valuepenguin.com/average-cost-of-condo-insurance>



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Life  
Retirement

Condo Insurance

# made simple



## What's inside:

- How to read your Allstate Condo Policy Declarations
- Understanding condo insurance and your responsibilities
- Protecting your personal property
- Understanding deductibles
- Additional protection
- How to file a claim

# Knowledge is power.

We created this guide to help you feel more knowledgeable and confident about condo insurance.

If you're an Allstate customer, you can read this guide along with your Condo Policy Declarations and the Allstate® Condo Insurance Policy. Then, if you have any questions, please contact us.

If you're not an Allstate customer, this guide can help you better understand condo insurance. If you have any questions, call your local Allstate Agent.

You can also download this guide at [allstate.com/CondoMadeSimple](http://allstate.com/CondoMadeSimple).



## How to reach us 24/7:

- Call, visit or email your Allstate agency
- Call 1-800-ALLSTATE (1-800-255-7828)
- Log on to create an account at [allstate.com](http://allstate.com)

# Allstate offers a range of products to help you protect your lifestyle.

We take pride in the service we provide our customers. And with our range of innovative insurance and financial products, we can help you protect your lifestyle.

## **Auto insurance**

- Your Choice Auto®  
Featuring:  
Accident Forgiveness, Safe Driving Bonus® Check, Deductible Rewards® and New Car Replacement
- Standard auto

## **Property insurance**

- House
- Condo
- Renters
- Manufactured home
- Landlords Package Policy

## **Power sports insurance**

- Your Choice Motorcycle®  
Featuring:  
Accident Forgiveness, Deductible Rewards, New Motorcycle Replacement and Rider Protection Package
- Boat
- Snowmobile
- Motorhome
- ATV
- There's more — call us!

## **Business insurance**

- Business auto and fleet
- Business owners policy
- Commercial Package Policy
- Inland Marine

## **Financial protection**

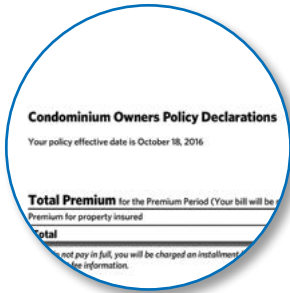
- Life insurance
- IRAs and retirement
- Annuities

## **Other protection options**

- Personal umbrella policy
- Scheduled Personal Property
- Identity Theft Restoration
- Allstate Motor Club®
- Good Hands® Roadside Assistance
- Specialty insurance programs
- Supplemental insurance for the workplace

Call your local Allstate Agent or 1-800-ALLSTATE to find out about product availability and qualifications in your state.





## How to read your Condo Policy Declarations.

When you purchase Allstate® Condo Insurance, you'll receive a Policy Declarations. This document "declares" the choices you've made for your condo insurance policy, such as deductibles for some coverages as well as optional protection you may have purchased. It's important to note that the Policy Declarations is not a bill.

You'll receive a new Allstate Condo Policy Declarations every renewal period, which is one year. You should always read through your renewal each year to make certain you're up-to-date on the latest features of the policy, any changes to the premium or other vital information.

The following page is an example of an Allstate Condo Policy Declarations and shows you where to find important information. It's always a good idea to check your own Policy Declarations to make sure all the information is correct.

Questions? Want to make changes? Call your local Allstate Agent or 1-800-ALLSTATE.

Total premium. This is the amount you pay, whether in full or by installment, for your property insurance protection for a one-year policy period and includes all the coverages you've selected.

Policy period. Condo policies typically cover a one-year period.

Limits of liability. This shows the maximum limit Allstate will pay for each covered loss.\* For more about limits, see page 9 of this guide.

Deductibles. A deductible is the amount you pay out of pocket when you file a claim for a covered loss.\* Your policy's deductibles will be shown under those coverages with an applicable deductible. For more about deductibles, see page 11 of this guide.

**Condominium Owners Policy Declarations**  
 Your policy effective date is October 18, 2016

Allstate  
You're in good hands.  
Page 1 of 3

**Total Premium** for the Premium Period (Your bill will be mailed separately)  
 Premium for property insured \$1,307.01

**Information as of October 17, 2016**

**Summary**  
 Insured: **Sample A. Sample**  
 Mailing address: **1234 Main St, Anywhere USA 12345**  
 Policy number: **123 456 789**  
 Your policy provided by: **Allstate Insurance Company**

**Discounts** (included in your total premium)  
 Protective Device 2.60% Multiple Policy 5.40%  
 Claim Free 20% Responsible Payment 8.50%  
 Smoke-free 2% Welcome 10%

**Location of property insured**  
 1234 Main St, Anywhere USA 12345

**Rating Information**  
 The dwelling is of frame construction and is occupied by 1 family

**Mortgagee**  
 None

**Additional Interested Party**  
 None

**Policy period**  
 Begins on **October 18, 2016** at 12:01 A.M. standard time, with no fixed date of expiration.  
**Premium period**  
 Beginning **October 18, 2016** through **October 18, 2017** at 12:01 A.M. standard time  
 Your Allstate agency is **Sample A. Sample**  
 1234 Main St  
 Anywhere USA 12345  
 (555) 555-5555

Some of the information on your Policy Declarations is used in the rating of your policy, or it could affect your eligibility for certain coverages. Please contact us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections.

Condominium Owners Policy Declarations  
 Policy number: 123 456 789  
 Policy effective date: October 18, 2016

Allstate  
You're in good hands.

**Coverage detail** for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Building Property Protection	\$500,000	\$500 All peril
Personal Property Protection - Actual Cash Value	\$118,000	\$500 All peril
Additional Living Expenses	Up to 24 months not to exceed \$59,000	
Family Liability Protection	\$50,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Water Back-Up	Not purchased*	
Loss Assessments	\$50,000 each occurrence	

**Other Coverages Not Purchased:**

- Business Property Protection\*
- Electronic Data Recovery\*
- Extended Coverage on Cameras\*
- Extended Coverage on Jewelry, Watches and Furs\*
- Extended Coverage on Musical Instruments\*
- Extended Coverage on Sports Equipment\*
- Fire Department Charges\*
- Green Improvement\*
- Identity Theft Expenses\*
- Increased Silverware Theft Limit\*
- Mine Subsidence\*
- Personal Injury Protection\*

**Scheduled Personal Property Coverage**  
 Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

**Your policy documents**  
 Your Condominium Owners policy consists of the Policy Declarations and the following documents. Please keep them together.  
 • Allstate Insurance Company Condominium Owners Policy - AVP366  
 • Standard Fire Policy Provision - AVP231  
 • Illinois Amendatory Endorsement - AVP369

**Important payment and coverage information**  
 Here is some additional, helpful information related to your coverage and paying your bill.  
 • The Property Insurance Adjustment condition applies using the Marshall Swift Boeckh publications personal property cost estimating index.  
 • Please note: This is not a request for payment. Any adjustments to your premium will be reflected on your next scheduled bill which will be mailed separately.

Discounts. Any discounts you may have received are listed here.

Location of property. This shows the address of the insured residence.

Coverages. This shows all the coverages you've purchased and not purchased as part of your condo insurance. For more about coverages, see pages 6-13 of this guide.

Personal property protection. This shows whether you've chosen Actual Cash Value or the Reimbursement Provision. See page 10 for more information.

Sample of the Allstate Condo Policy Declarations

\*What does "covered loss" mean? It's an insurance term that means a loss that falls within the bounds of the policy. Throughout the rest of this guide, when we refer to a loss, we assume it's a covered loss.

# An overview of condo insurance.

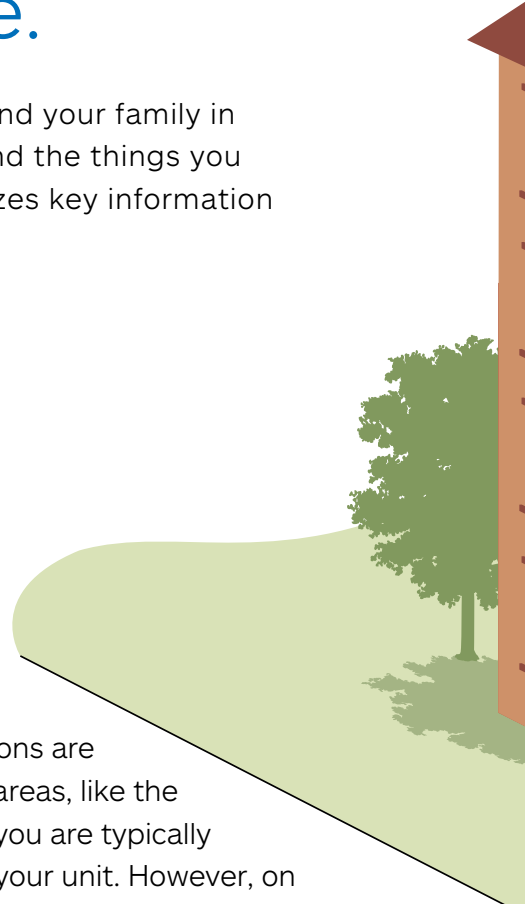
Allstate® Condo Insurance protects you and your family in many situations involving your condo and the things you own. This section of the guide summarizes key information about condo insurance, including:

- ***Building Property Protection***
- ***Personal Property Protection***
- ***Loss Assessments Coverage***
- ***Deductibles***
- ***Other ways you're protected***
- ***What may not be covered***
- ***Optional protection you can buy***
- ***Claims***

Condo insurance differs from homeowners insurance because condominium associations are typically responsible for insuring common areas, like the building's exterior. As a condo unit owner, you are typically responsible for covering everything inside your unit. However, on occasion, condominium associations can pass on common area costs to condo unit owners in the form of an assessment. You may need additional insurance for these types of assessments.

**IMPORTANT:** Every condo association is different, so it's important to understand your insurance responsibilities.

- The master policy will dictate the condo association's insurance responsibility
- The governing documents (sometimes called CC&Rs — Covenants, Conditions & Restrictions) will define what is common property and what is owned by each unit
- The maintenance and insurance areas of the responsibility document can further clarify responsibilities



The master policy could describe your association's responsibility as either:

**A** "Bare walls," which may cover little of the owner's fixtures and finishings

OR

**B** "All in," which typically covers owner-installed upgrades, e.g., cabinets, lights, plumbing fixtures



# You and your condo are protected.

Condo insurance can help protect your most important assets. The property section of your policy includes a basic type of insurance. We recommend you obtain and review your condo association's by-laws to determine what you may be responsible for outside your unit.



**Building Property Protection** covers the portion of your condo unit for which you would be responsible.

## We cover a range of perils.

Allstate® Condo Insurance typically provides protection for a range of perils. Below are a few of the most common ones:

- Theft
- Fire and smoke
- Vandalism
- Water damage from plumbing, furnace/AC or water heater
- Freezing of plumbing



**Loss Assessments Coverage** provides three types of protection:

1. Covers damage that originates in your unit or covers losses that you cause to your unit and/or common areas that the condo association is responsible for.

***Example: Imagine a burst pipe in your kitchen damages the carpet in the common hallway. Because the cost falls below the condo association's \$25,000 master policy deductible, you're assessed for the damages.***

2. Helps pay your share of any loss or special assessment charged by your condo association to all condo unit owners due to a covered loss to the condo common property or liability of the condo association.

***Example: A guest of a resident trips on poorly installed flooring in the hallway and sues the association for medical damages. The association issues a special assessment to all owners to cover the damages.***

3. Helps if a portion of condo unit owners are assessed to cover the master policy deductible.

***Example: Your condo consists of multiple buildings and only yours is damaged by fire. Only unit owners in your building could be assessed to cover the master policy deductible.***



**HostAdvantage<sup>SM</sup>** provides additional protection for when you occasionally rent out your condo.

## What if your condo is too damaged to live in?

If you temporarily cannot live in your condo due to damage from a peril we cover, you may have to pay to rent a place until your condo is rebuilt or repaired. This could be tough when you're still paying the mortgage on the condo that's damaged.



**Additional Living Expense** can help by reimbursing you for reasonable increases in living expenses or fair rental income when a loss we cover makes your condo uninhabitable. This may include payments for the cost of a hotel, food and other expenses. This coverage is included in your Allstate condo policy.

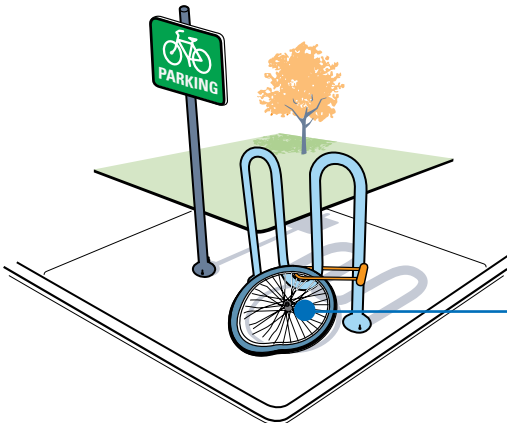
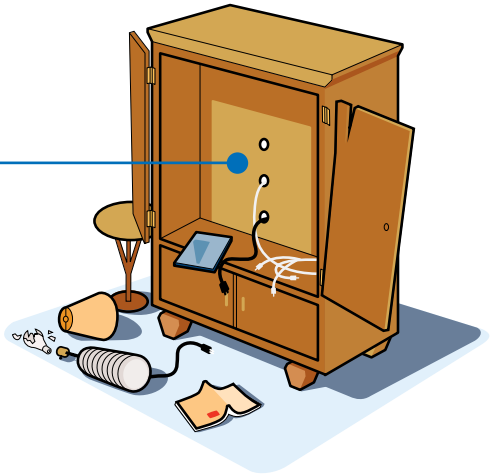
# Most of your belongings are covered, too.

Your Allstate® Condo Insurance includes coverage that can help you pay for losses that occur in your condo, such as burglary, or water or fire damage. It can even protect you from loss away from your condo, such as in a hotel or in your car. Keep in mind that a deductible will apply. (See page 11 for more about deductibles.)



**Personal Property Protection** covers the loss of your belongings\* if they're stolen or damaged.

If your belongings are stolen from your residence or destroyed by fire, your condo insurance can help you repair or replace them.



If your belongings are stolen or damaged outside of your residence, your condo insurance can help you repair or replace them.

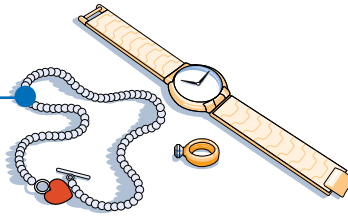
*\*When we refer to “belongings” in this document, we mean personal property as detailed in your insurance policy.*

## There are limits on the coverage of some belongings.

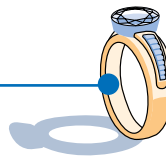
Some categories of personal property coverage have a maximum dollar limit that Allstate will pay a policyholder in case of damage, loss or theft. Within these categories, there may also be a limit per single item.

**Example: In the event of a theft loss, a condo owner has a \$1,000 limit per single jewelry item and a \$5,000 limit for all of the jewelry owned in total.**

Maximum limit for all jewelry  
by theft only:  
**\$5,000**



Maximum limit per item  
by theft only:  
**\$1,000**



**NOTE:** This is just an example. Your actual limit may vary.

## You can increase your limits.

If you have valuable belongings, it may be a good idea to increase your protection. Talk with your Allstate Agent or call 1-800-ALLSTATE.

If you've already added increased protection for your personal property, it will be listed on your Policy Declarations under "Coverage and Applicable Deductibles" or under "Scheduled Personal Property."

Questions? Want to make changes? Call your local Allstate Agent or 1-800-ALLSTATE.



## Actual Cash Value versus the Reimbursement Provision.

The value of most of your belongings decreases over time. With Allstate® Condo Insurance, you're able to choose one of the personal property coverages below.

**Actual Cash Value** typically means your belongings are covered for their replacement cost minus depreciation. Depreciation is the decrease in an item's value due to its age, condition or other factors.

**The Reimbursement Provision** typically means your belongings are covered for the amount it would take to replace them at the time of the claim. Premiums are usually higher for this coverage.

Here's how the Reimbursement Provision works:

- First, we give you a check for the Actual Cash Value of the item
- When you replace the item with an item of like kind and quality, we then issue a separate check for the remaining amount needed to make the purchase, up to any applicable limit

## How to review what you've chosen.

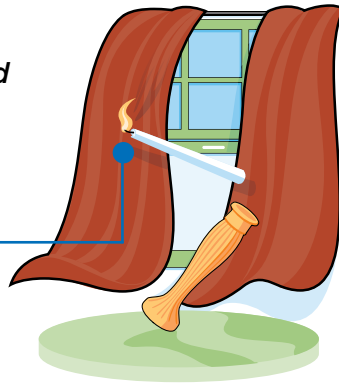
To review which type of coverage you've purchased, look at your Policy Declarations under "Personal Property Protection." With either coverage, a deductible will apply. (See facing page for more about deductibles.)

# A deductible is your share of the cost.

When you file a claim for a covered loss, you may be responsible for a set amount, called a deductible, to repair or replace whatever is damaged or stolen.

**Example: A candle falls in the bedroom and starts a fire. It will cost \$5,000 to replace the damaged furniture and drapes.**

Damage:  
**\$5,000**



Condo owner has **\$500** deductible for Personal Property Protection.

Condo owner pays:

Insurance pays up to:

**\$500**

**\$4,500**

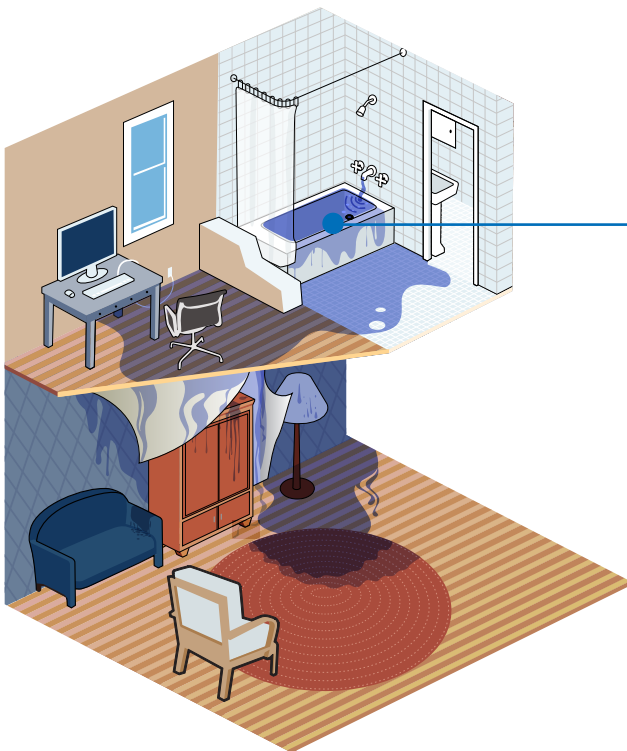
More about deductibles:

- Not all coverages will have a deductible. However, a deductible will always apply to personal property coverage.
- The amount of any deductible will be shown on your Policy Declarations next to the coverage.
- In most cases, you choose the deductible from a range of options. A higher deductible usually means a lower insurance premium.

# Your condo policy can help you in case of an accident.

Your Allstate® Condo Insurance includes Family Liability and Guest Medical Protection to help protect you in other situations, too.

For example, let's say your tub overflows to the unit below, damaging their hardwood flooring. You may be found negligent and, therefore, be legally responsible for paying for the damage.



You could be legally responsible for damages caused by an overflowing tub.

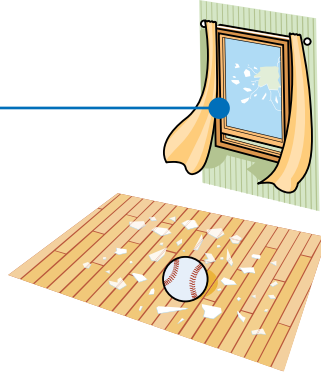


**Family Liability Protection** can help protect you from financial loss if you're legally obligated to pay for another person's injuries or damage to another person's property.\*

*\*For even more protection, you may be able to increase this coverage on your Allstate policy or buy a personal umbrella policy (PUP). See page 16 for more information about PUP.*

Or what if your child is playing at a friend's house and hits a baseball through their window? You may be responsible for those types of damages, too. If so, your condo insurance can help.

If you or a family member causes injury to another person or damage to their property, your condo policy may help pay for the damages.



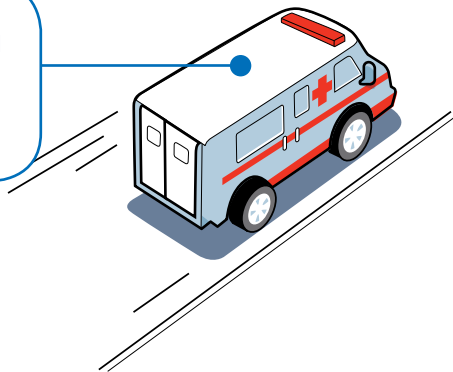
## What if a guest is injured in your condo?

If a guest has an accident in your home, your condo policy may help.



**Guest Medical Protection** can help pay for reasonable and necessary medical expenses if someone is injured in an accident in your condo.

If a guest is injured on your property, Guest Medical Protection may help pay for necessary medical expenses, including surgery, x-rays and dental work.



# Understanding what's not covered.

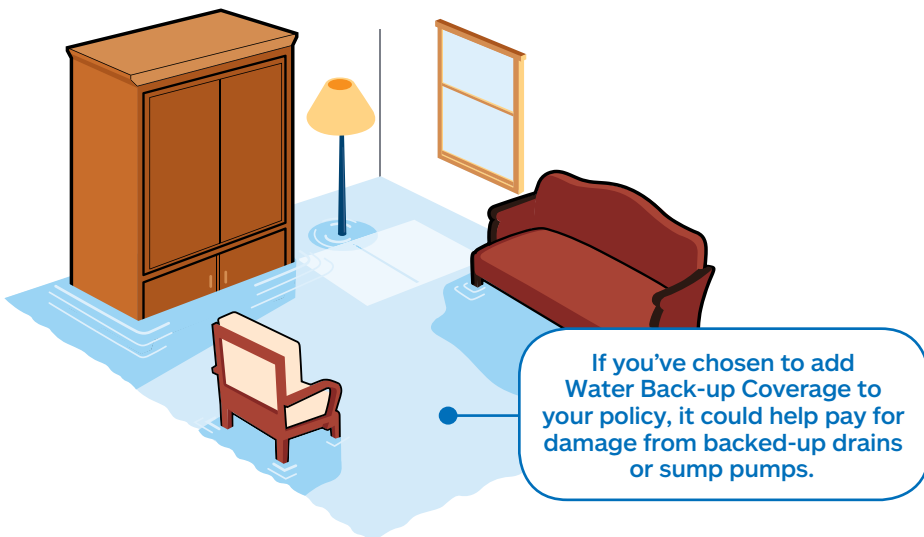
Condo insurance protects an owner from accidental and sudden losses. However, there are some losses that aren't covered.

## Breakdowns in the home.

Most condo insurance doesn't cover basic maintenance repairs. For example, if your water heater cracks, your coverage most likely won't help to replace the water heater. (But it might help pay for the resulting water damage to your floors.) That's why it's a good idea to have all your heating, cooling and plumbing systems regularly serviced.

## Floods, earthquakes and water back-up.

Floods, earthquakes and water (sewer) back-ups are excluded from most condo insurance policies. If you want to purchase additional insurance to cover these events, talk to your Allstate Agent or call 1-800-ALLSTATE.



# Need more protection?

Below are just a few of the optional coverages that you may be able to purchase either as add-ons to an Allstate policy or as a separate policy. Coverages may not be available in all states and limits may vary.

## Available as add-ons to your policy

Look under “Coverages” on your Policy Declarations.



### Water Back-up Coverage

Helps cover damage in your home from backed-up drains or sump pumps.



### Personal Injury Protection

Provides coverage for losses not related to bodily injury or property damage, such as libel, slander or accused wrongful eviction.



### Building codes

Covers increased costs due to the enforcement of any building codes, ordinances or laws regulating the construction, maintenance or demolition of your home.



### Extended coverage on jewelry, watches and furs

Expands coverage and increases limits for jewelry, watches and furs.



### Scheduled Personal Property

Provides an increased limit for a specific item that typically has high value and has been appraised, such as an engagement ring or fine antique.



### Identity Theft Restoration

If your identity gets stolen, this coverage can help with legal work, phone calls and lost wages.



### Increased coverage on business property

Protects items you're keeping in your residence as business samples or for sale.

*Continued on next page*

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Available as add-ons to your policy (continued)

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**Sports equipment,  
music instruments  
and cameras**

Expands coverage for sports equipment, musical instruments and camera equipment.



**Electronic data  
recovery**

Covers up to \$5,000 for recovery of lost data from computers, such as years of family photos, videos and music.



**Green Improvement  
Reimbursement**

Helps pay you back for the additional cost of replacing damaged or destroyed covered items with more energy-efficient items after a loss.

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**Separate policies  
you can purchase**

Look for these policies in a separate mailing.



**Flood insurance**

Your Allstate Agent can help you purchase a separate policy through the National Flood Insurance Program (NFIP).



**Personal umbrella  
policy (PUP)**

If someone sues you over an accident and the settlement exceeds the liability limits on your auto and/or condo insurance, this coverage can help protect your assets.

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# How to file a claim.

You can file a claim in one of four ways:

- Call 1-800-ALLSTATE (1-800-255-7828)
- Log on to your account at [allstate.com](https://allstate.com)
- Call your Allstate Agent
- Download the Allstate® Mobile app at [allstate.com/mobile](https://allstate.com/mobile)

To track your claim, call your Allstate claims representative or your Allstate Agent, or log on to your account at [allstate.com](https://allstate.com).

## What happens next?

The claim process will vary based on the extent of damage. Here's the typical process:

Step 1: If needed, we can provide referrals for assistance with temporary repairs such as boarding up windows.

Step 2: We'll evaluate damages and prepare an estimate.

Step 3: Your Allstate claims representative will go over your policy with you to explain which coverages and limits apply.

Step 4: Where available, you can choose an Allstate-recommended repair vendor and have the workmanship guaranteed by the vendor, or you can choose your own vendor.

Step 5: We wrap up your claim by answering any questions you may have and provide you with payment when appropriate.

## What to do in case of a catastrophe

A catastrophe such as a tornado or fire can damage many residences in an area all at once. When that happens, a dedicated Allstate team is on site to help make sure your claim is handled as quickly as possible. Call 1-800-54-STORM (1-800-547-8676).



## Frequently asked questions

**Q: What if I don't have all the information to file a claim?**

**A:** Calling Allstate as soon as possible can help speed up the claim process. Even if you don't have all the information, you can always provide us with additional details later.

**Q: What else can I do to speed up the claim process?**

**A:** Taking an inventory of your belongings before anything happens can be very useful in verifying what you have and what it's worth. Smartphone users can use the **Allstate Digital Locker® app**. Go to [knowyourstuff.org/allstate](http://knowyourstuff.org/allstate) or download the free Digital Locker app for your iPhone or iPad at [allstate.com/mobile](http://allstate.com/mobile).

**Q: How can I save money on my condo insurance?**

**A:** Raising your deductible is one way to save money. Consider the Allstate® Easy Pay Plan for additional savings. You may also qualify for a discount if you've made your condo safer by installing smoke alarms, fire extinguishers, water sensors or a security system.

**Q: Doesn't my association's policy cover my condo and belongings?**

**A:** No. Your association's insurance covers parts of the building structure but generally doesn't cover your personal belongings like your furniture, clothes and electronics. A condo policy will help you repair or replace your possessions if they're damaged by a covered peril (like theft, fire, smoke and more).

**Q: What if I don't agree with the estimate I received?**

**A:** When you disagree with our evaluation of damages, please contact your Allstate claims representative or your Allstate Agent. Our commitment is to always settle claims as fairly as possible.

## Frequently asked questions

**Q: Will I need to show proof of ownership for property stolen from my home?**

**A:** Yes, you may be asked to provide proof of ownership. Providing receipts, owners manuals, warranty cards, appraisals, photographs or original manufacturers' boxes can help support your claim. Having a home inventory, like the one you can easily create with **Allstate's Digital Locker® app**, may help speed up the claim process.

**Q: My repair person has found additional damage from the loss that wasn't on the initial estimate. What do I do?**

**A:** Once the repair process begins, further damages could be found. If this happens, call your Allstate claims representative, who will arrange to investigate the newly found damages. Sometimes there's no need for us to physically inspect the damage and additional payment up to the policy limit can be issued right away.

**Q: Why does the check I received from Allstate include the name of my mortgage holder?**

**A:** If you have a mortgage on your property, the mortgage provider is usually included on your policy along with your name. Most mortgage companies require that claim payment checks include the name(s) of the mortgage holder(s). Simply contact your mortgage holder to find out how to obtain their endorsement on the check.

**Q: Can I view and pay my bill online?**

**A:** Yes! Simply log in to **My Account at [myaccount.allstate.com](https://myaccount.allstate.com)**. Click on "Documents" to view policy documents, special notices and billing information. To pay a bill, click the "Billing" button — then choose how and when you want to pay your premium. While you're there, why not enroll in eBill and ePolicy, and receive your bills and policy via email? It's convenient and environmentally friendly.

## You have more than a policy. You have Allstate.

Caring for customers and communities has always been a top priority for Allstate. Whether you're looking for answers or advice you can trust, your Allstate agency is close to home and ready to help.

Since 1931, Allstate has been committed to making insurance better. Along with fast and fair claim service, we have innovative tools, apps and extras to make everyday life easier for you.

**Talk to your Allstate agency today and see what we mean when we say “You're in good hands.”**

*Please note that this brochure is only a summary of condo insurance, written to illustrate in general terms how condo insurance works. The Allstate® Condo Insurance Policy is the legal contract that contains the terms and limitations of your policy. You should carefully review the contents of your policy. All products and coverages are subject to availability and limitations. Whether an accident or other loss is covered is subject to the terms and conditions of your Allstate policy.*



Certain property and casualty insurance offered through Allstate Insurance Company, Allstate Vehicle & Property Insurance Company, and Allstate New Jersey Property & Casualty Insurance Company. Please contact your Allstate Agent, call 1-800-ALLSTATE or visit [allstate.com](http://allstate.com) for complete information on other products and services.