



580 California Street, Suite 1300  
San Francisco, CA 94104  
Phone: 415.276-2812  
Lic. No. 0757776

[www.hubinternational.com](http://www.hubinternational.com)

February 2, 2018

To the Owners of

Portside Homeowners Association,  
Portside Master Owners Association  
38 Bryant Street, AKA 401 Main Street,  
403 Main Street  
San Francisco, CA 04105

Re: Insurance Renewal

Ladies & Gentlemen:

Enclosed is the insurance disclosure per civil code for your complex's insurance program.

Also enclosed are the Evidence of Property Insurance and Certificate of Liability Insurance which should be forwarded to your lender. If your lender later sends you a letter requesting insurance evidence showing your name and address and their name and address on it, please email the request to [sfcerts@hubinternational.com](mailto:sfcerts@hubinternational.com), but the enclosed forms should be enough to prove renewal of the insurance program for your lender. This will also save your lender the \$40 processing charge to add their and your names to the evidence.

You may want to hold copies of these enclosed documents to give the lender if you refinance your unit. Lenders are now requiring owners to purchase a Condominium Homeowners policy (referred to as HO-6) for refinances and purchase loans and would require you buy a building improvements limit of 20% of the appraised market value unless the governing documents require your condo association to insure your interior improvements.

**NOTE THAT THERE IS A \$10,000 PROPERTY DEDUCTIBLE. YOU ARE TO INSURE YOUR FIXTURES/BUILDING IMPROVEMENTS THE COMPLEX IS NOT TO INSURE PER THE GOVERNING DOCUMENTS. IT IS THEREFORE VERY IMPORTANT THAT YOU PURCHASE A HOMEOWNERS POLICY TO COVER YOUR FIXTURES, ANY LOSS ASSESSMENTS, PERSONAL PROPERTY, ADDITIONAL LIVING EXPENSE/RENT LOSS AND PERSONAL LIABILITY, EVEN THOSE WHO RENT THEIR UNIT. YOU COULD BE CHARGED FOR THIS DEDUCTIBLE IF YOU OR YOUR TENANT IS AT FAULT FOR THE LOSS. IF YOU ARE NOT PROPERLY INSURED, YOU WOULD BE CHARGED \$10,000 DEDUCTIBLE LESS YOUR IMPROVEMENTS/FIXTURES LIMIT TOO.**

Please call us if there are any questions.

Sincerely,

Kevin B. Eggleston  
Managing Director

Encl



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February 1, 2018

To the Owners of  
Portside Homeowners Association, Portside Master Owners Association  
INSURANCE DISCLOSURE PURSUANT TO CIVIL CODE SECTION 5300

**A. GENERAL LIABILITY INSURANCE**

- Name of Insurer: Chubb Custom Insurance Company (Chubb Group of Insurance Companies)
- Limits of Liability: \$1,000,000 per occurrence | \$2,000,000 annual aggregate
- General Liability Deductible: None (Mold is Excluded)

**B. DIRECTORS AND OFFICERS LIABILITY INSURANCE**

- Name of Insurer: Continental Casualty Company
- Limits of Liability: \$2,000,000 each wrongful act | \$2,000,000 each policy year
- Deductible: \$2,500

**C. UMBRELLA LIABILITY INSURANCE (excess of A. & B.)**

- Name of Insurer: Federal Insurance Company (Chubb Group of Insurance Companies)
- Limits of Liability: \$50,000,000 per occurrence | \$100,000,000 annual aggregate

**D. PROPERTY INSURANCE POLICY**

- Name of Insurer: Affiliated FM Insurance Company (FM Global Group)
- Building, Association's or Corporation's Personal Property and Business Income Limit: \$81,496,875
- Building Ordinance/Code Upgrade coverage included at full policy limit
- Earthquake Sprinkler Leakage included
- Boiler & Machinery Mechanical Breakdown included
- Mold Cleanup/Repairs of Building up to full policy limit
- Property Insurance Deductible: \$10,000 for all perils, \$25,000 for Earthquake Sprinkler Leakage, \$10,000 Water Damage, \$50,000 for Flood. Does the property insurance extend to the real property improvements owned by owners? No, but if the governing documents require the association or corporation to insure the owners' fixtures, our policy would cover them automatically.

**E. FIDELITY/CRIME BOND (Employee/Board Dishonesty)**

- Name of Insurer: Federal Insurance Company
- Limit: \$1,845,000 subject to \$5,000 Deductible

**F. EARTHQUAKE INSURANCE**

There is no insurance provided for earthquake, beyond actual cash value fire damage caused by an earthquake with no code upgrade or loss of income included in this "fire following" coverage. We have earthquake caused sprinkler leakage insurance, but no other water damage from plumbing burst in an earthquake is covered.

EACH OWNER WOULD NEED A CONDOMINIUM HOMEOWNER'S POLICY TO INSURE PERSONAL PROPERTY AND FIXTURES OWNED BY THE OWNER WHICH THE ASSOCIATION OR CORPORATION IS NOT TO INSURE PER GOVERNING DOCUMENTS, LOSS ASSESSMENTS, ADDITIONAL LIVING EXPENSE/RENTAL INCOME, AND PERSONAL LIABILITY, EVEN THOSE WHO RENT THEIR UNITS.

EACH OWNER COULD BE CHARGED FOR THE \$10,000 DEDUCTIBLE IN THE EVENT HE OR SHE IS AT FAULT FOR THE LOSS. EACH OWNER WOULD BE CHARGED UP TO \$10,000 DEDUCTIBLE IF NOT ADEQUATELY INSURED FOR BUILDING IMPROVEMENTS INSIDE THE UNIT.

"This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage."

Kevin B. Eggleston, Managing Director



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

2/1/18

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

AGENCY HUB International Insurance Services Inc. 580 California Street, Suite 1300 San Francisco, CA 94104		PHONE (A/C, No. Ext):	COMPANY (A) Affiliated FM Insurance Company (B) Federal Insurance Company	
FAX (A/C, No):	EMAIL ADDRESS: sfcerts@hubinternational.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID#:				
INSURED Portside Homeowners Association, Portside Master Owners Association 38 Bryant Street, AKA 401 Main Street, & 403 Main Street San Francisco, CA 94105		LOAN NUMBER	POLICY NUMBER A) SG948 B) 8242-2079	
		EFFECTIVE DATE 2/1/2018	EXPIRATION DATE 2/1/2019	CONTINUED UNTIL TERMINATED IF CHECKED <input checked="" type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Location: 38 Bryant Street, AKA 401 Main Street & 403 Main Street, San Francisco, CA 94105 Unit Owner: Any Unit Owner of Record at Time of Loss
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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
A) BUILDING, BUSINESS PERSONAL PROPERTY & BUSINESS INCOME Affiliated FM ProVision Form (Excluding Earthquake); Special Form; Including Building Ordinance Coverage at Full Policy Limit; 100% Replacement Cost, Agreed Amount; Including Boiler & Machinery Mechanical Breakdown; Terrorism Risk Insurance Act Included; Sublimit: \$15,000,000 Flood (Flood Deductible: \$50,000)  Owners' building improvements covered only to the extent the association or corporation is to insure these per governing documents.  Earthquake Sprinkler Leakage	\$81,496,875        Included	\$10,000        \$ 25,000
B) CRIME / FIDELITY BOND / BOARD MEMBER AND EMPLOYEE DISHONESTY - INCLUDING THE PROPERTY MANAGEMENT COMPANY	\$1,845,000	\$5,000


## REMARKS (Including Special Conditions)

438BFUNS attached.  
Number of Residential Units: 220 / Number of Commercial Units: 4

## CANCELLATION

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  Any Lender on Record at Time of Loss	<input type="checkbox"/>	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/>	LOSS PAYEE	
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance.

**RE: HO-6 (Condominium Homeowners Policy form name)**

**This policy does NOT include HO-6 coverage. However, if the governing documents require the association or corporation, not the owners, to insure owners' fixtures/interior building improvements inside their apartments, the association or corporation policy will cover them but only to the extent required in the governing documents.**

**Each owner should purchase an HO6 Condominium Homeowners Policy to insure their fixtures, personal property, loss of use/additional living expense/rent loss, loss assessment for amount of association or corporation policy deductible and, most importantly, personal liability.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

21/18

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 INSURERS(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> HUB International Insurance Services Inc. 580 California Street, Suite 1300 San Francisco, CA 94104	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext.):</b>	<b>FAX (A/C, No.):</b>
	<b>E-MAIL ADDRESS:</b> sfcerts@hubinternational.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Chubb Custom Insurance Company		38989
<b>INSURER B:</b> Federal Insurance Company		20281
<b>INSURER C:</b> Continental Casualty Company		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>INSURED</b> Portside Homeowners Association, Portside Master Owners Association 38 Bryant Street, AKA 401 Main Street, & 403 Main Street San Francisco, CA 94105		

**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"/>	<b>COMMERCIAL GENERAL LIABILITY</b>			79497271	2/1/2018	2/1/2019	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	<input checked="" type="checkbox"/>	Garage Keepers Legal Liability						MED EXP (Any one person)	\$ 0		
	<input checked="" type="checkbox"/>	No Deductible applies						PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000		
	<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input checked="" type="checkbox"/>	LOC		PRODUCTS-COMP OP AGG	\$ 2,000,000		
	OTHER:								\$		
A	<b>AUTOMOBILE LIABILITY</b>				79497272	2/1/2018	2/1/2019	COMBINED SINGLE LIMIT (Ea Accident)	\$ 1,000,000		
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per Accident)	\$		
	<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per Accident)	\$		
							Limit of Liability	\$			
B	<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	OCCUR	79217704	2/1/2018	2/1/2019	EACH OCCURRENCE	\$ 50,000,000		
	<input type="checkbox"/>	<b>EXCESS LIAB</b>	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 100,000,000		
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$ 0					\$		
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							<input type="checkbox"/>	PER STATUTE	OTH-ER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							<input type="checkbox"/>	E.L. EACH ACCIDENT		\$
	If, yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		\$
									E.L. DISEASE - POLICY LIMIT		\$
C	Directors and Officers Liability				618772728	2/1/2018	2/1/2019	Ea.Occ/Ann Aggregate Retention	\$ 2,000,000	\$ 2,500	

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

The Severability of Interest / Separation of Insured is included in the General Liability policy.

These are association or corporation policies.

Note: Above policies do not provide HO6 coverage - unit owner must have their own policy covering personal liability.

**CERTIFICATE HOLDER****CANCELLATION**

Any Lender on Record at Time of Loss

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