



**New Empire Insurance Services**  
214 West Park Avenue,  
Long Beach, NY 11561  
Ph: 866.431.8100 | www.newempireis.com

## UMBRELLA POLICY ISSUANCE LETTER

**ATTENTION:**

**DATE:**

**COMPANY:**

**Named Insured:**

**MAILING ADDRESS:**

**EFFECTIVE DATE:**

**EXPIRATION DATE:**

**UMBRELLA CERTIFICATE NUMBER:**

*Thank you for choosing New Empire Insurance Services.*

We are pleased to confirm the placement of your commercial umbrella business with the Metropolitan Commercial Real Estate Association Risk Purchasing Group (RPG). The master policy is available upon your request should you require a copy.

Enclosed you will find:

- **Certificate of Participation (Risk Eligibility and Underlying Insurance requirements)**
- **Rating Factors**
- **Schedule of Locations**
- **Additional Named Insured(s)**

In order to accept this insurance and to ensure continuous coverage for the above named insured, you must review the attached documents and remit payment within 30 days of the coverage effective date or a non-payment cancellation notice will be issued. If the notice of cancellation must be enforced, cancellation of the coverage will be effective as of the date of this binder.

If you or the insured do not accept the terms and conditions of this insurance or wish to make any change, including changes to the policy limits and/or exposures, please notify us immediately.

### **UMBRELLA DISCLOSURE**

Payment of premium confirms your acceptance of the terms and conditions of this insurance and compliance with the Risk Eligibility Requirements and Underlying Insurance as stated in the Certificate of Participation also confirming no reported losses exceeding \$100,000 in the past year. Contradicting risk and exposure information, non-compliance with the underlying insurance requirements, and addition or change in owned/leased automobile exposure, or planned renovations may cause this insurance to be null and void. You must notify us of any material change in the risk information (COPE) and/or exposures to allow us the opportunity to underwrite and evaluate the insurance eligibility.

New Empire Insurance Services  
**Policy Issuance Letter**



**New Empire Insurance Services**  
 214 West Park Avenue,  
 Long Beach, NY 11561  
 Ph: 866.431.8100 | www.newempireis.com

**CERTIFICATE OF PARTICIPATION**

THIS INSURANCE IS PROVIDED THROUGH THE RISK PURCHASING GROUP:  
*Metropolitan Commercial Real Estate Association (MCREA)*

A "CERTIFICATE OF PARTICIPATION" IS ISSUED TO EACH MEMBER OF THE PURCHASING GROUP AS EVIDENCE OF INSURANCE. PLEASE REFER TO THE CERTIFICATE OF PARTICIPATION FOR THE APPLICABLE LIMIT OF LIABILITY, PARTICIPATING INSURERS, COVERAGE PERIOD, AND ADDITIONAL TERMS, CONDITIONS AND EXCLUSIONS THAT MAY APPLY.

**THIS SECTION HIGHLIGHTS THE UNDERLYING INSURANCE REQUIREMENTS. PLEASE READ CAREFULLY.**

Payment and Acceptance of this insurance confirms the following Underlying Insurance and Risk Eligibility Requirements have been met for this RPG-Member Insured. Noncompliance with any of these requirements will render this insurance null and void. If so, the Certificate of Participation must be returned to us together with an application for review and consideration. Please contact your Agent with any questions or to make any changes.

**UNDERLYING INSURANCE AND EXPOSURE REQUIREMENTS:**

It is warranted by the purchasing group member and/or their agent that the below underlying insurance and exposure requirements have been met and will continue to be complied with throughout the policy term. If there is any reason that the insured does not comply with these terms and conditions you must notify your underwriter immediately. Any changes to the exposure during a policy term must be submitted to your underwriter for review. Coverage cannot be bound, altered, or deleted without prior consent from your underwriter.


All underlying carrier(s) must meet the below minimum limits and requirements for applicable coverages:

Carrier(s) AM Best Rating	A-VII
General Liability:	
-Per occurrence	\$1,000,000
-Aggregate (per location)*	\$2,000,000
-Products/Completed Operations Aggregate	\$1,000,000
-Advertising Liability/Personal Injury Aggregate	\$1,000,000
Automobile Liability	\$1,000,000 CSL
Hired and Non-Owned Auto	\$1,000,000
Employers Legal Liability	\$500,000/\$500,000/\$500,000
Employee Benefits Liability (Each Claim/Aggregate)	\$1,000,000/ \$1,000,000
Directors and Officers Liability (Each Claim/Aggregate)	\$1,000,000/ \$1,000,000
Garage Liability (Each Occurrence)	\$1,000,000
Garage Keepers Legal Liability (Each Occurrence/Aggregate)	\$1,000,000/ \$1,000,000

- Combined aggregate limits are a referral to your underwriter.
- D&O is eligible as an underlying coverage for non-profit association risks only.
- Lloyd's of London writing companies and syndicates are not eligible.
- Policies with non-admitted carriers must be on ISO (or equivalent) form.

**NOTE: FAILURE TO MEET MINIMUM LIMITS CAN RESULT IN A GAP IN COVERAGE**

**ADDITIONAL REQUIREMENTS:**

- All underlying carrier(s) are U.S. Domiciled.
  - All underlying General Liability and Auto policies are on Commercial Liability coverage forms.
  - There are no non-standard/manuscript forms attached to any GL policy.
  - None of the underlying policies are on Personal Lines forms (i.e. Dwelling Fire or Landlord Policy).
  - All policy sub-limits are at least \$1,000,000 (except for Medical Expenses and Fire Legal Liability Damage).
  - There are no sub-limits on the General Liability policy for Lead Liability coverage.
  - Coverage is limited to real estate exposure relating to the ownership and/or management of real estate.
  - All insureds, location addresses, and description of exposure(s)/rating factors are complete and accurate.
  - Coverage is provided only for the named insureds noted and designated premises listed.
  - Construction and real estate development operations exposure is not present.
  - Coverage is afforded to lessor's risk ownerships only.
  - Developer control does not exceed 20% (applies to condominiums/coops).
  - All condominiums and co-operatives maintain a positive reserve fund.
- 



**New Empire Insurance Services**  
 214 West Park Avenue,  
 Long Beach, NY 11561  
 Ph: 866.431.8100 | www.newempireis.com

**CERTIFICATE OF PARTICIPATION**

**PRODUCER:**

**CERTIFICATE NUMBER:**

**MASTER POLICY NUMBER:** See below

**METROPOLITAN COMMERCIAL REAL ESTATE ASSOCIATION RISK PURCHASING GROUP**

Risk Purchasing Group Member and Mailing Address:

Designated Location(s) and Named Insured(s): See Schedule of Locations Form and Named Insured Schedule Form attached to and forming part of this Certificate of Coverage.

**EFFECTIVE DATE:**

**EXPIRATION DATE:**

*12:01AM standard time at the mailing address of the Risk Purchasing Group Member as stated herein.*

**APPLICABLE LIMITS OF INSURANCE AND PARTICIPATING CARRIERS**

**TOTAL LIMIT OF COVERAGE:**

**SELF INSURED RETENTION:**

**PARTICIPATING INSURANCE COMPANIES AND LIMITS:**

**Issuing Companies**

**Limit**

**Master Policy**

**TOTAL  
PREMIUM:**

**TOTAL  
FEES:**

**STAMPING  
TAX:**

**SURPLUS  
LINES TAX:**

**RATING FACTORS**

**Total Locations:**

**Total Residential Units:**

**In-Building Commercial:**

**Standalone Commercial:**

**Vacant Land:**

**Parking:**

**Total Autos:**



**New Empire Insurance Services**  
214 West Park Avenue,  
Long Beach, NY 11561  
Ph: 866.431.8100 | www.newempireis.com

## CERTIFICATE OF PARTICIPATION

### FORMS, ENDORSEMENTS, EXCLUSIONS

[Empty box for forms, endorsements, and exclusions]

*The Master Policy is a standard Commercial Umbrella form. Exclusions and/or endorsements listed above detail changes to the standard form only. All other standard exclusions apply. Copies of the master policies are available upon request.*

*This Certificate of Participation is not an insurance policy. Unless stated otherwise in the Group Master Policies, the coverage identified herein may be canceled by the insurer for non-payment of premium upon 10 days notice, and may be canceled for other reasons upon 30 days notice. The Metropolitan Commercial Real Estate Association is a non-profit corporation which has, as one of its purposes, purchased insurance on a group basis on behalf of its group participants. The Purchasing Group and its Participants constitute a purchasing group pursuant to the Federal Liability Risk Retention Amendments of 1986. This Certificate of Participation identifies those group liabilities issued to the Purchasing Group that are applicable to the participant identified above. All obligations under the group policies are solely those of the insurance companies that issued them. Neither the Purchasing Group nor The New Empire Group, the Purchasing Group's insurance broker, has any obligations in respect to the coverage described herein. The terms and conditions of insurance under the policies identified in this Certificate of Participation are contained solely in the Group Master policies issued to Purchasing Group, copies of which may be viewed upon request.*

A copy of the By-Laws of the Purchasing Group may be viewed at:  
New Empire Insurance Services  
214 West Park Avenue, Long Beach, NY 11561

AUTHORIZED SIGNATURE: 

DATE ISSUED:



**New Empire Insurance Services**  
214 West Park Avenue,  
Long Beach, NY 11561  
Ph: 866.431.8100 | [www.newempireis.com](http://www.newempireis.com)

## CERTIFICATE OF PARTICIPATION

**CERTIFICATE NUMBER:**

### **SCHEDULED LOCATIONS**

**LOCATION(S):**



**New Empire Insurance Services**  
214 West Park Avenue,  
Long Beach, NY 11561  
Ph: 866.431.8100 | [www.newempireis.com](http://www.newempireis.com)

## CERTIFICATE OF PARTICIPATION

**PRODUCER:**

**CERTIFICATE NUMBER:**

### **ADDITIONAL NAMED INSURED SCHEDULE**

**ADDITIONAL NAMED INSURED(S):**

ENDORSEMENT NO. TBD11

---

Named Insured: See attached certificate

Policy Number: See attached certificate

Effective Date: See attached certificate

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

MOLD EXCLUSION

The following exclusion added to Section IV. EXCLUSIONS:

1. Any and all “bodily injury”, “property damage”, “personal injury” or “advertising injury”, including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to any actual, alleged or threatened inhalation, discharge, dispersal, seepage, migration, absorption, release, exposure, or escape of any mold, mildew or fungus in any form from any source, at any time; or
2. Any loss, cost, expense, liability or other type of obligation arising out of, resulting from or in any way related, directly or indirectly, to any “claim”, “suit”, investigation, or administrative proceeding brought by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of mold, mildew or fungus in any form from any source, at any time.

This endorsement does not change any other provision of the policy.

1 1



ENDORSEMENT NO. TBD9

---

Named Insured: See attached certificate

Policy Number: See attached certificate

Effective Date: See attached certificate

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

The following exclusion added to Section IV, EXCLUSIONS:

1. any liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form from any source; or
2. any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
  - a. "claim", "suit", request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source; or to any
  - b. "claim" or "suit" by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

This endorsement does not change any other provision of the policy.

1 1