

monoline

Personal Umbrella Declarations

 Policy Number:

POLICY PERIOD

10/20/25 - 10/20/26
12:01 AM standard time at the address of the insured

Annualized Policy Premium, Taxes, Fees, and Discounts

COVERAGE A

Bodily Injury, Personal Injury, Advertising Injury and Property Damage Liability Coverage
Limit of Liability for Each Loss \$1,000,000

Named Insured

COVERAGE B

Excess Uninsured and Underinsured Motorists Bodily Injury Coverage
Limit of Liability for Each Loss
Policy Total Limit

Agency

SELF INSURED RETENTION

Non (\$0)

Agency Contact

ANNUALIZED COST OF POLICY

Policy Premium
Surplus Line Tax (4.93%)
Stamping Fee (0.06%)
SL Agent Policy Fee
Policy Processing Fee
Annualized Policy Premium, Taxes, Fees, and Discounts

Program Administrator

Monoline, Inc
1606 Headway Cir STE 9872
Austin, TX 78754
monoline.com

FORMS & ENDORSEMENTS

Attached to and Forming a Part of the policy
CI DEC MON 0125
CNVX PJ 0624
MLPL 1000 0624
Endorsements Attached to this Policy Time of Issue
State and Privacy Notice
MLSD0525
LKI 23-012017
CNVX PN 0624
CNVX CR 0624
CONX-GEN-01-0125

Surplus Lines Agent

Jerod Blakestad
1775 Prospector Ave
Park City, UT 84060
License #: W085320


Surplus Lines Agent's Countersignature

Underwritten By


Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom

Monoline Inc. have a delegated authority agreement with Convex Insurance UK Ltd who are the insurer. As such, Monoline Inc. represents the insurer when they interact with you/the insured about this insurance policy.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

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Personal Umbrella Schedule

 Policy Number:

NAMED INSURED(S)	
Name	Insured Type

HOUSEHOLD DRIVERS	
Drivers declared in your application and are the only drivers who live in your household and/or regularly drive your vehicles.	
Drivers	Date of Birth

AUTOMOBILES AND MOTORCYCLES			
Personal Automobiles and Motorcycles listed in this policy and covered under a personal auto policy.			
Type	Year/Make/Model	Primary Insurer	Limit of Liability

PROPERTY			
Locations declared in your application covered under a personal liability homeowners policy.			
Type	Address	Primary Insurer	Limit of Liability

Losses arising out of a property, auto, or unlicensed recreational vehicle that is acquired or leased during the policy period are covered by this policy if they are covered by your primary insurance listed above or another replacement insurance company A.M. Best rated B+ (VII) or higher.

Monoline E&S Policy Standard Disclaimers & Disclosures

Terms and Conditions

By accepting your policy and paying the associated premium for your coverage, you (“Client” or “you”) acknowledge these disclaimers and agree to the following terms and conditions.

Contact Information

Monoline, Inc.
1606 Headway Cir Ste 9872
Austin TX 78754
612-470-1328
support@monoline.com

Surplus Lines Notice

This policy is provided as surplus lines coverage under the Non-Admitted Insurance Act. The insurer listed on the policy is not licensed by the state department of insurance but is an approved non-admitted insurer. If an approved, non-admitted insurer is found insolvent, any state guaranty fund or association will not respond.

Compensation Disclosure

Monoline, Inc. (“Monoline,” “we,” “our” or “us”) takes pride in providing best in class services to our clients and believes you should understand how we are paid for these services. For providing insurance services, Monoline is compensated in a variety of ways, including commission and contingency fees paid by an insurer, intermediary or other third party as a result of the sale of insurance to you. Additionally, Monoline may charge fees for services performed, and related costs incurred, for its clients. This charge is not part of a premium paid to any carrier and is non-refundable in the event of cancellation. The fee may be charged in addition to any commission we may receive. All premiums are taxable.

In some states where we charge a fee and also receive compensation from an insurer or other third party, state law may authorize Monoline to charge a fee for services if we obtain your prior consent. The purpose of this disclosure is to comply with these requirements.

Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified under the Terrorism Risk Insurance Act, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Electronic Delivery and Signature Consent Disclosure

You agree and consent to enter into and sign any agreements with Monoline electronically, and to receive notices, notifications and communications from Monoline electronically, including, without limitation, pursuant to Monoline's Electronic Transactions Agreement, available at <https://www.monoline.com/legal/electronic-transactions-agreement>, the terms of which are incorporated herein by reference.

Required Fraud Warnings

This disclosure contains the fraud warnings required by each state. Any person who knowingly and with intent to defraud any insurance company files an application for insurance or statement of claim containing any false or purposely misleading information commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. Please see state specific fraud language at the following link, the terms of which are incorporated herein by reference <https://www.monoline.com/legal/warranty-and-fraud-statement>

Last Updated: May 13, 2025

SPECIMEN



THIS POLICY JACKET WITH APPLICATION, DECLARATIONS PAGE AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, CONSTITUTES YOUR POLICY

PLEASE READ THIS ENTIRE POLICY CAREFULLY. CONSULT YOUR BROKER OR OTHER REPRESENTATIVE IF YOU DO NOT UNDERSTAND ANY TERMS OR PROVISIONS OF THIS POLICY

SPECIMEN

COMPLAINTS NOTICE

Underwriters are committed to providing the highest standard of service and aim to ensure that all aspects of the INSURED's insurance are dealt with promptly, efficiently, and fairly. If the INSURED has any questions or concerns about their policy or the handling of a claim they should, in the first instance, contact their broker through whom this insurance was placed and whose contact details are listed on the certificate.

If the INSURED is dissatisfied and wishes to make a complaint, they can do so at any time by sending an email to complaints@convexin.com or by writing to:

Compliance
Convex Insurance (UK) Ltd
52 Lime Street
London, EC3M 7AF
United Kingdom

Making a complaint does not affect the right of the INSURED to take legal action

SPECIMEN

POLICYHOLDER NOTICE

Fair Processing Notice

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice "We", "Us" or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "You") when We are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from **You** or from other parties about You in connection with this Policy, will be used by Convex Insurance UK Limited for the purposes of determining Your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required, by law, to collect certain personal information about You, or because of any contractual relationship We have with You. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for the purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become Data Controllers in respect of Your personal information. Because We operate as part of a global business We may transfer Your personal information outside the European Economic Area for these purposes.

Your Rights Regarding Your Personal Information

You have certain rights regarding Your personal information under local law. These include the rights to request access, rectification, erasure, restriction, objection, and receipt of Your personal information in a usable electronic format and to transmit it to a third party (right of portability).

If You have questions or concerns regarding the way in which Your personal information has been used, please contact the Data Protection Officer, Corinne Mullins, by email or letter at:

dataprotectionofficer@convexin.com

Convex Insurance UK Limited
52 Lime Street,
London EC3M 7AF
United Kingdom

We are committed to working with you to obtain a fair resolution of any concern about privacy. If, however, you believe that we have been unable to assist with your concern, you have the right to make a complaint to the UK Information Commissioner's Office ("ICO").

For more information about how we process your personal information, please see our full privacy notice at: <https://convexin.com/privacy-policy/> or for a written copy please contact us at:

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom



POLICY HOLDER NOTICE

Important Claim Reporting Information

TO REPORT A CLAIM OR IF YOU HAVE ANY QUESTIONS RELATE TO A CLAIM PLEASE REFER THESE MATTERS TO THE CLAIM ADMINISTRATORS AS OUTLINED BELOW:

CLAIM REPORTING OPTIONS

By email: new.claim+monoline.convex@reserv.com

By telephone: [332-222-8538](tel:332-222-8538)

Internet: app.monoline.com (agent submission)

- Log into agent/agency account at app.monoline.com
- Search customer policy and click into the policy page
- Complete First Notice of Loss submission via the "Start a claim" button in Claims section on policy page

Please Provide:

- Monoline Policy number
- Named Insured
- Date of Loss
- Type of Loss
- Details of Claim
- Name & Contact information (phone & email) for underlying policy claims representative

An adjuster will be assigned to your claim and after reviewing the information provided, will make personal contact.

CONVEX SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Convex Insurance UK Limited ("Convex") to pay any amount claimed to be due hereunder, Convex, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that Convex has the right to commence an action in any Court of competent jurisdiction in the United States of America. Nothing in this Clause constitutes or should be understood to constitute a waiver of Convex's rights to (i) commence an action in any Court of competent jurisdiction in the United States of America; (ii) remove an action to a United States Federal District Court or to seek remand therefrom; or (iii) seek a transfer of any suit to any other Court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to Convex's rights set forth above:

(a) it is further agreed that the Insured may serve process upon:

Troutman Pepper Locke LLP
875 Third Avenue
New York, NY 10022
Attention: Zachary Lerner

and that in any suit instituted against Convex upon this contract of insurance, Convex will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

- (b) The above-named nominees are authorized and directed to accept service of process on behalf of Convex in any suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Convex's behalf in the event such a suit shall be instituted.
- (c) Pursuant to a statute of any state, territory or district of the United States of America which provides therefor, Convex hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in such statute, or his successor or successors in office ("the Officer"), and the Secretary of State as applicable, as their true and lawful attorneys upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person(s) to whom the Officer is authorized to mail such process or a true copy thereof.

If this Clause is attached to a contract of Marine insurance - The right of the Insured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Insured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgage.

If this Clause is attached to a contract containing an arbitration clause - This Clause shall not

be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any arbitration provision within this insurance. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such arbitration provision for resolving disputes arising out of this contract of insurance.

If this Clause is attached to a contract of reinsurance the terms insurance and Insured shall mean reinsurance and Reinsured respectively.

SPECIMEN

Convex Insurance UK Limited

Personal Umbrella Liability Policy

Various provisions in this policy may restrict coverage. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered.

Throughout this policy,

- the words **you** and **your** mean the Named Insured on the Personal Umbrella Declarations (hereinafter referred to as the Declarations Page) of this policy and their spouse, if a resident of the same household;
- the words **we**, **us**, and **our** refer to the Insurance Company named on the Declarations Page of this policy.

Other words or phrases that appear in **bold** in this policy or in endorsements to this policy have special meaning. These are explained in the Definitions section of this policy or in the endorsement.

If **you** have any questions or concerns about this policy, please ask **your** agent or broker.

INSURING AGREEMENT

We agree to provide the insurance described in this policy in return for the premium paid. **You** agree to comply with all responsibilities, conditions, and terms of this policy. **We** will not pay any claims or perform any acts or services unless expressly provided for in this policy.

PRIMARY INSURANCE REQUIREMENTS

1. **You** warrant that all **primary insurance** described in this policy or the Personal Umbrella Schedule is in force for any:
 - a) Personal residence or rental property owned, rented, or leased by **you** or any **covered person**; and
 - b) **Auto, watercraft, or recreational vehicle** owned, leased, rented, or provided for the regular use of any covered person.
2. **You** warrant that all your **primary insurance** be maintained with the coverages and at the limits declared and described in the Personal Umbrella Schedule for **covered persons**. If **your primary insurance** does not provide the limits indicated, the **covered person** will be responsible for the amount of the **net loss** up to the indicated limits of the **primary insurance** as described in the Umbrella Schedule.
3. In the event of bankruptcy or insolvency of any **primary insurer**, the insurance afforded by this policy shall not replace such **primary insurance**, but shall apply as if the **primary insurance** was valid and collectible.

WHAT THIS POLICY COVERS

Coverage A – Bodily Injury, Personal Injury, and Property Damage Liability.

1. This policy covers a **covered person's** legal obligation to pay damages for a covered **loss** over and above the **retained limit**.
If a **covered person** is legally obligated to pay damages for a **loss** to which this policy applies, **we** will pay the **net loss** minus the **retained limit**.
2. The Limit of Liability as shown in this policy's Declarations Page for Coverage A is the most **we** will pay for any one **loss**, regardless of the number of **covered persons**, persons or organizations injured, claims made, **suits** brought, or organizations making claims or bringing **suits**.

Coverage B – Excess Uninsured and Underinsured Motorists Bodily Injury Insurance

1. The terms, conditions, and exclusions of the uninsured motorists insurance (including underinsured motorists) of the **Auto liability primary insurance** policy listed in the Personal Umbrella Schedule also apply to this coverage.
2. **We** will pay those sums which a **covered person** or their legal representative shall become legally entitled to recover as damages because of **loss** which is covered by the uninsured motorists insurance (including underinsured motorists) of the **Auto liability primary insurance** policy listed in the Personal Umbrella Schedule less the applicable limit of liability of uninsured or underinsured motorists insurance.
3. The Limit of Liability as shown in this policy's Declarations Page for Coverage B is the most **we** will pay for any one **loss**, regardless of the number of **covered persons**, persons or organizations injured, claims made, **autos** covered under this policy, **autos** involved in an accident, coverages under this policy, **exposures** or premiums charged in the Declarations Page, or persons or organizations making claims or bringing **suits**.
4. The Policy Total Limit as shown in this policy's Declarations Page for Coverage B is the most **we** will pay for all **losses** during each annual policy period. The Policy Total Limit applies separately to the **Policy Period** and to each subsequent consecutive annual period unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Policy Total Limit.

TERRITORIAL SCOPE

Coverage A – Bodily Injury, Personal Injury, and Property Damage Liability.

This insurance applies to **loss** anywhere in the world.

Coverage B – Excess Uninsured and Underinsured Motorists Bodily Injury Insurance.

This insurance applies to **loss** within policy territory defined in the uninsured motorists insurance (including underinsured motorists) of the **Auto liability primary insurance policy** listed in the Personal Umbrella Schedule.

INVESTIGATION, SETTLEMENT AND DEFENSE

Coverage A – Bodily Injury, Personal Injury, and Property Damage Liability.

1. If a claim is made or a **suit** is brought against a **covered person** for damages because of a **loss** to which this insurance applies:
 - a) At **our** discretion, **we** will investigate any **loss** and settle any claim or **suit**. **We** have a duty to provide a defense at **our** expense by counsel of **our** choice unless the **loss** is covered by your **primary insurance** or other insurance.
 - b) **We** have the right but not the duty to join, at **our** expense, with the **covered person** or any primary insurer in the investigation, defense, or settlement of any claim or **suit** which **we** believe may require a payment under this policy. When **we** have no duty to provide a defense, **we** will not contribute to costs and expenses incurred by the **covered person** or any primary insurer, or which any primary insurer is obligated to provide.
 - c) In any country where **we** are prevented from defending a **covered person** because of laws or other reasons, **we** will pay any expense incurred with **our** written consent for that defense.

2. When **we** have the duty to defend a claim or **suit** under this policy, **we** will:
 - a) Pay premiums on bonds to release attachments up to the limit of this policy. **We** will also pay premiums on appeal bonds and the cost of bail bonds but **we** will not apply for or furnish such bonds.
 - b) Pay interest, which accrues after the date of judgment and before **we** pay or tender, or deposit in court, that part of any judgment within this policy's applicable Limit of Liability.
 - c) Pay all reasonable expenses incurred at **our** request. **We** will pay the **covered person** up to \$200 per day, but not to exceed \$10,000 in total for loss of earnings for attending hearings or trials at **our** request.
 - d) Pay all expenses **we** incur and costs taxed against a **covered person** in any **suit we** defend.
 - e) **Our** duty to defend any claim or **suit** arising out of a single **loss** ends when the applicable limit of liability is exhausted in the payment of judgments or settlements.
3. When **we** settle a claim, **we** will pay all settlement expenses **we** have agreed to pay.

Coverage B – Excess Uninsured and Underinsured Motorists Bodily Injury Insurance

1. **We** have no duty or obligation to assume the responsibility for the investigation, settlement or defense of any claim made or any **suit** brought by or on behalf of any **covered person**.
2. However, **we** have the right and shall be given the opportunity to investigate and to be associated in the control of any claim or **suit** or **loss** which may, in **our** opinion, create liability on **our** part under the terms of this policy.

WHAT IS EXCLUDED

Under Coverage A – Bodily Injury, Personal Injury, and Property Damage Liability.

1. **WE DO NOT PROVIDE COVERAGE UNLESS COVERED BY OUR PRIMARY INSURANCE LISTED IN THE UMBRELLA SCHEDULE AND DESCRIBED IN THE UMBRELLA SCHEDULE OR:**

- a) **Loss** arising out of:
 - i. **Autos** which are owned by, leased to, rented to, or provided for the regular use of a **covered person**;
 - ii. **Recreational vehicles** which are owned by, leased to, rented to, or provided for the regular use of a **covered person**;
 - iii. **Watercraft** which are owned by, leased to, rented to, or provided for the regular use of a **covered person**.

However, the following **watercraft** do not need to be described in the Umbrella Schedule as long as coverage is provided in **our primary insurance** which is listed in the Umbrella Schedule:

Watercraft of the following types if under 27 feet in overall length:

- Without motors,
- Rented inboard and inboard/outdrive of 50 horsepower or less,
- Owned of 25 horsepower or less, or
- Owned or rented sailboats; or

- iv. Residential property (including occasional residences).

This exclusion (part 1.a.) does not apply if newly acquired, leased or rented by **you** during the policy period and are covered by the **primary insurance** listed in the Umbrella Schedule.

2. **WE DO NOT PROVIDE COVERAGE UNLESS COVERED BY YOUR PRIMARY INSURANCE LISTED IN THE UMBRELLA SCHEDULE FOR:**

a) **Personal Injury.**

However, this insurance will not provide coverage under any circumstance for any **personal injury**:

- i. Caused by or at the direction of a **covered person** with the knowledge that the act would violate the rights of another and would inflict **personal injury**;
 - ii. Arising out of oral or written publication of material, if done by or at the direction of a **covered person** with knowledge of its falsity;
 - iii. Arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**; or
 - iv. Arising out of a criminal act committed by or at the direction of a **covered person**;
- b) Vicarious parental liability, whether or not statutorily imposed, for the acts of a child or minor.
- c) **Loss** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages, which would have been covered in the absence of the contract or agreement.
- d) **Loss** arising out of, resulting from, caused by, or contributed to by any animal.
- e) **Loss** arising out of, resulting from, caused by, or contributed to by tram lines or swimming pools.
- f) Any **loss** resulting from any of the following, even if other events or happenings contributed concurrently or in sequence, to the **loss**:

Earth movement due to natural or man-made events, including earthquakes, including land shock waves or tremors, before, during or after a volcanic eruption; mine subsidence; landslides; mud-slides; mud flow; or earth sinking, rising, or shifting.

3. **WE DO NOT PROVIDE COVERAGE EXCEPT UNDER EXPRESS CONDITIONS FOR:**

- a) **Loss** or resulting damage either expected or intended by the **covered person**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
- b) **Loss** arising out of any **covered person's** act, error, or omission as a member of an organization's board of directors or as an officer of an organization. This exclusion does not apply if the **covered person** is an **individual** and the organization:
 - i. Was formed as a not-for-profit organization; and
 - ii. Such **covered person** serves without remuneration.
- c) **Loss** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants or any **loss**, cost, or expense arising out of any:
 - i. Request, demand, or order that any **covered person** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
 - ii. Claim or **suit** by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

This exclusion does not apply to **loss** arising out of heat, smoke, or fumes from a hostile fire if such **loss** is covered by **your primary insurance**. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- d) **Loss** arising out of the use, sale, manufacture, delivery, transfer, or possession of a controlled substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. sections 811 and 812. Controlled substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

4. **WE DO NOT PROVIDE COVERAGE OR DEFENSE FOR:**

- a) Liability that is payable or must be provided under any workers' or unemployment compensation, disability benefits or similar law.
- b) **Loss** arising out of **business** operations.
- c) Claims for **personal injury** or **bodily injury** to a **covered person**.
- d) **Property damage** to any:
- Property owned by, rented to or occupied by any **covered person**;
 - Property which a **covered person** uses, has custody of, controls, or manages; or
 - Premises any **covered person** sells, gives away, or abandons, if the **property damage** arises out of any part of those premises.
- e) Ownership, chartering, renting or leasing, maintenance, use, operation (including loading or unloading), entrustment, or supervision of any **aircraft**.
- f) Providing or failing to provide any professional service by or on behalf of any **covered person**.
- g) **Loss** which is covered by a nuclear energy liability policy issued by a group such as one of those listed below, or which would have been covered by such a policy, if such policy had been acquired or if its limits had not been exhausted:
- The American Nuclear Insurers;
 - The Mutual Atomic Energy Liability Underwriters; or
 - The Nuclear Insurance Association of Canada.
- h) **Losses** arising out of:
- The toxic or pathological properties of lead, lead compounds, or lead contained in any materials;
 - Any cost or expense to abate, mitigate, remove, or dispose of lead, lead compounds or materials containing lead;
 - Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with i. or ii. above; or
 - Any obligation to share damages with or repay someone else who must pay damages in connection with i., ii. or iii. above.
- j) **Losses** arising out of:
- The toxic or pathological properties of asbestos, asbestos compounds, or asbestos contained in any materials;
 - Any cost or expense to abate, mitigate, remove, or dispose of asbestos, asbestos compounds, or materials containing asbestos;
 - Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with i. or ii. above; or
 - Any obligation to share damages with or repay someone else who must pay damages in connection with i., ii. or iii. above.

- k) **Loss** arising, directly or indirectly, out of:
- War, including undeclared or civil war;
 - Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign, or other authority using military personnel or other agents; or
 - Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- l) **Loss** arising out of discrimination including, but not limited to sexual preference, pregnancy, marital status, color, race, sex, age, disability, religion, or national origin.
- m) **Loss** arising out of employment related practices, policies, acts or omissions, such as coercion, demotion, termination, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination.
- n) Transmission or alleged transmission by any **covered person** of a communicable illness or disease.
- o) Actual or threatened abuse or molestation including, but not limited to, mental, physical, or sexual abuse or molestation of any person while in the care, custody, or control of any **covered person**.
- p) Ownership or operation of a farm.
- q) Any **covered person's** share of any loss assessments charged against a member of an association, corporation, or community of property owners.
- r) **Loss** arising out of any contracting or property development operations or on behalf of any **covered person**.
- s) Fines, penalties, punitive, or exemplary damages of any kind.
- t) **Loss** for **bodily injury, property damage or personal injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - Any statute, ordinance or regulation other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- u) **Loss** arising out of any:
- First party automobile personal injury protection, no-fault automobile coverage, or any similar coverage.
 - Medical payments as provided under any **primary insurance**.
 - Uninsured or underinsured motorists coverage or any similar coverage.
- v) **Loss** sustained by an employee, prospective employee, former employee (or the beneficiaries or legal representatives of any of them) of any **covered person** caused by or arising out of improperly administering or failing to administer any employee benefit program.

w) **Loss** arising from **fungi** or bacteria:

- i. To any liability which would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, contact with, exposure to, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.
- ii. Any **loss**, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any **covered person** or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

x) Any **loss** or claim for damages arising out of or related to **bodily injury** or **property damage**, whether known or unknown by any **covered person**, any claimant or **us** if:

- i. Such **bodily injury** or **property damage** first occurred prior to the inception date of this policy; or
- ii. Such **bodily injury** or **property damage** is, or is alleged to be, in the process of occurring as of the inception date of this policy.

y) Any **loss** or claim for damages arising out of or related to **bodily injury** or **property damage**, whether known or unknown by any **covered person**, any claimant or **us**, which is in the process of settlement, adjustment, or a civil proceeding in which damages because of **bodily injury** or **property damage** to which this policy applies are alleged.

z) Employers' liability. If an employee of any **covered person** suffers a **loss** arising out of and in the course of their employment, **we** will not cover or defend against:

- i. Claims made against a **covered person** as an employer or in any other capacity;
- ii. Claims made against a **covered person** by a spouse, child, parent, brother or sister of a **covered person's** employee as a consequence of a **loss** sustained by the employee;
- iii. Any obligation to share damage with or indemnify someone else for damages that arise from **loss**; or
- iv. Any damages claimed for car rental of services.

aa) **Loss** arising out of racing activities involving the use of **autos**, **recreational vehicles**, or **watercraft** while they are being operated in, or practicing for, any rearranged or organized race, speed contest, or other similar competition. However, this exclusion does not apply to sailboats.

bb) Damages caused by arising out of, or in any way involving, directly or indirectly:

- i. The loss, loss of, corruption of, inability to access, or reduction in functionality of a **computer system**, including but not limited to:
 - a) Damage to or loss of data occurring on a **computer system**;
 - b) Unauthorized access of a **computer system**;
 - c) Computer malware on a **computer system**;
 - d) Human error affecting a **computer system**;
 - e) System failure occurring on a **computer system**;
 - f) A defect of a **computer system**;
 - g) Social engineering, including, but not limited to, any phishing, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication; or
 - h) Cyber extortion;

- ii. Any:
 - a) Access to or disclosure of (whether such access or disclosure is authorized or unauthorized); or
 - b) Theft, alteration, or corruption of;
 - any person's or organization's confidential, intellectual, or proprietary information or data, including, but not limited to, **personal data**, patents, trade secrets, processing methods, customer lists, or any other type of nonpublic information; or
- iii. Any action or omission that violates or is alleged to violate any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, collecting, recording, sending, transmitting, communicating, distribution, sharing, sale, storage, retaining, receiving, or protection of **personal data**, including, but not limited to:
 - a) The Illinois Biometric Information Privacy Act (BIPA);
 - b) The California Consumer Privacy Act (CCPA);
 - c) The California Invasion Of Privacy Act (CIPA);
 - d) The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act);
 - e) The European Union General Data Protection Regulation (GDPR); or
 - f) Any similar or related federal, state, or local statute, law, rule, ordinance, or regulation; including any amendments thereto.

This exclusion 4 aa shall apply even if damages are limited to notification costs, credit monitoring or repair expenses, forensic expenses, public relation expenses, costs associated with the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has been physically damaged, or any other loss, cost, or expense incurred by the Insured or others arising out of that which is excluded above.

However, this exclusion 4 aa does not apply to liability for damages because of bodily **injury** or **property damage** to tangible property of others. For the purpose of this exclusion, **electronic data** is not tangible property. The insurance afforded by this exception is excess over any other valid and collectible insurance available to the Insured, whether primary, excess, contingent, or issued on any other basis.

- cc) **Loss** arising out of **day car services**
- dd) **Loss** arising out of any **auto** which operated, maintained, or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing company**.
- ee) Any **auto**:
 - i. While being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
 - ii. While being used for **ride-sharing**.
 - iii. Which has been rented or leased for the purpose of providing **ride-sharing** services. An **auto** is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the **auto** to be used for **ride-sharing** with a **ride-sharing company**;
 - iv. Which is registered for use for **ride-sharing** and/or approved for use for **ride-sharing** with a **transportation network company**;
 - v. Which displays an interior marking or exterior marking that identifies the **auto** as a vehicle for hire.

This exclusion does not apply if the **auto** is covered by **your primary insurance** listed in the Umbrella Schedule and described in the Personal Umbrella Schedule (including licence plate) and is not being used for **ride-sharing** at the time of **loss**.

WHAT IS EXCLUDED

Under Coverage B – Excess Uninsured and Underinsured Motorists Bodily Injury Insurance.

WE DO NOT PROVIDE COVERAGE FOR:

1. **Loss** occurring at any time during which **you** do not maintain uninsured motorists (including underinsured motorists) **primary insurance**.
2. **Loss** which is not covered or collectible for any reason under **your** uninsured motorists (including underinsured motorists) **primary insurance**.
3. Fines, penalties, punitive damages, or exemplary damages of any kind.
4. **Loss** arising out of any:
 - a) First party automobile personal injury protection or no-fault automobile coverage or any similar coverage.
 - b) Medical payments as described in **your primary insurance**.
 - c) Uninsured and underinsured motorists property damage, including any collision damage waiver coverage.

CLAIMS CONDITIONS

After a **loss**:

- a) If a **loss** seems likely to involve this policy, **you** and any involved **covered person** must:
 - i. Notify **your** broker, **your** agent, or **us** as soon as possible. **We** may subsequently require a detailed written notice of **loss**. **We** should be given a full description of the **loss**, including the names and addresses of any persons injured and any witnesses.
 - ii. Promptly send **us** copies of any notices, legal papers, or other documents received or sent in connection with the **loss**.
 - iii. Cooperate with **us** in the investigation, settlement, and defense of any claim or **suit**. **We** do not have to provide coverage if **you** or any **covered person** involved refuses to assist.
 - iv. Obtain **our** written consent before making any payments, assuming any obligations, or incurring any expenses with respect to a **loss** covered by this policy. Any **covered person** makes any payment, assumes any obligation, or incurs any expense with respect to a **loss** covered by this policy without **our** prior written consent, such **covered person** undertakes such actions voluntarily and at each **covered person's** own cost.
 - v. Assist **us** in the enforcement of any right against any person or organization who may be liable to **you** in connection with the **loss**.
- b) If the insurer of any **primary insurance** denies coverage for any reason, **you** or the **covered person** must immediately notify **us** in writing and tell **us** the reason for such denial as stated by the **primary insurer**. Before making a claim under this policy, if **we** request it, the **covered person** must start legal proceedings at **our** expense against the **primary insurer** to determine, by final judgment, the legality of its position.
- c) If the **covered person** breaches a **primary insurance** policy condition, and if such breach is not a breach of a condition of this policy, the insurance afforded by this policy shall apply as if the **primary insurance** had not been breached.

GENERAL CONDITIONS

1. **Changing Your Policy**
Any change to this policy must be made by endorsement issued by **us**. **We** will adjust the premium if necessary. If **we** broaden the coverage in **our** umbrella liability program without increasing the premium, **we** will also apply the broadened coverage to **your** policy. The broadened coverage will apply only to **loss** that occurs after the date the coverage was added.
2. **Premium**
The premium for this policy is determined in advance and is based on the exposures declared in the application. Changes which occur after the inception of the policy, in the number of drivers, **autos, recreational vehicles, watercraft**, or residential premises covered by the policy must be declared to **us** at the same time they are declared to **your primary insurance**. **We** will adjust the premium if necessary.
3. **Cancelling Your Policy**
 - a) **We** can cancel this policy by giving **you** not less than thirty (30) days' written notice that states when the policy coverage will end. If **we** cancel for non-payment of premium or **your** material misrepresentation in obtaining this policy or in presenting a claim, **we** will give **you** ten (10) days' written notice that states when policy coverage will end. **We** will give **you** our reason for cancelling **your** policy at the same time **we** send **you** notice of cancellation.
 - b) **You** can cancel this policy at any time by returning it to **us** or **your** agent or broker telling **us**, in writing, at what future time **you** want coverage to end.
 - c) If **we** cancel this policy, **we** will compute unearned premium due to **you** as soon as possible following cancellation of **your** policy. If **you** cancel this policy, **we** will compute unearned premium at 9 % of pro-rata and return any premium due to **you** as soon as possible following cancellation of **your** policy. If the result of computing unearned premium shows that **you** owe **us** unpaid premium, **you** agree to pay **us** a bill and **you** receive **our** bill for premium due.
4. **Non-Renewal of Your Policy**
We may decide not to renew **your** policy for another year. **We** will give **you** not less than sixty (60) days' written notice before the policy expiration date stated in the Declaration Page. **We** will give **you** our reason for non-renewal of **your** policy at the same time **we** send **you** our notice of non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. **Transferring Your Policy**
You agree not to transfer or assign any of **your** rights under this policy without **our** written approval.
6. **Bankruptcy, insolvency, or death**
This policy's coverage is not affected by **your** bankruptcy, insolvency or death. If **you** die or are declared bankrupt or insolvent, **your** estate and **your** legal representatives will be covered until the end of the **Policy Period**.
7. **Appeals**
If a **covered person** or any other person providing **primary insurance** elects not to appeal a judgment which exceeds the **retained limit**, **we** may do so at **our** own expense. **We** will pay all costs, taxes, expenses, and interest related to **our** appeal. The amounts **we** pay will be in addition to **our** limit of liability.
8. **Legal Action Against Us**
No **covered person** may bring legal action against **us** concerning this policy unless such **covered person** has fully complied with all of its terms and conditions. No legal action may be brought against **us** until judgment against such **covered person** has been finally determined after trial or by agreement between the claimant or the claimant's legal representative and **us**. This policy does not give anyone the right to make **us** a party to any action to determine the liability of a **covered person**. **We** are not liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limits of liability.
9. **Our Right to Recover from Others**
After **we** have made payment under this policy, **we** have the right to recover the payment from anyone, other than **you**, who may be held responsible for the **loss**. A **covered person** will be required to sign any papers and do whatever else is necessary to transfer this right to **us**. Neither **you** nor anyone else **we** insure in this policy has the right to do anything after a **loss** to prejudice **our** right.

10. Sole Agent

The Named Insured first shown on the Declarations Page is authorized to act on behalf of all **covered persons** with respect to giving notice of cancellation or non-renewal, receiving refunds and agreeing to any changes in this policy.

11. Other Insurance

If other insurance applies to a loss covered by this policy or would have applied if this coverage did not exist, the insurance under this policy will be considered excess insurance and we will not make any payments until such other insurance is used up. This condition does not apply if the other insurance is specifically written to be excess over this policy.

12. Representations

By accepting this policy, **you** agree

- a) that the statements in the Declarations Page and Umbrella Schedule are accurate and complete;
- b) those statements are based upon representations **you** made to **us** through **your** broker or agent whose name appears on the Declarations Page; and
- c) **we** have issued this policy in reliance upon **your** representations.

In the event of any material untruth, misrepresentation or omission in connection with any of the statements in the Declarations Page and Umbrella Schedule, this policy shall be void unless agreed otherwise by you and us.

13. Fraud

We do not provide coverage for any **covered person** who has made fraudulent statements or engaged in fraudulent conduct in connection with any **loss** for which coverage is sought under this policy.

If a **covered person** gives notice of loss under this policy knowing such notice to be false or fraudulent as regards amounts or otherwise, such loss shall be excluded from cover under this policy, and **we** shall have the right, in our sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for loss under the policy shall be forfeited and all premium deemed fully earned and non-refundable.

14. Sanctions Limitation Clause

No insurer shall be deemed to provide cover, and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Definitions

Certain words in **your** policy and its endorsements are printed in **bold** type. This is to let **you** know these words have a defined meaning. Carefully read these definitions below or in the endorsement if one is included.

1. **Covered person** means:
 - a) **You**;
 - b) A family member;
 - c) A **trust**. Trustees of the **trust** are also **covered persons**, but only with respect to their duties as trustees;
 - d) A **limited liability company**. Members and managers of the **limited liability company** are **covered persons**, but only with respect to the conduct of the **limited liability company**; and
 - e) Any person or organization who is covered under **your primary insurance**, subject to the same coverage terms, conditions, limitations, and exclusions contained in **your primary insurance**.
2. **Aircraft** means any contrivance used or designed for flight, including but not limited to, unmanned, model, or hobby aircraft.
3. **Auto** means a motorized land vehicle designed for travel on public roads, which requires motor vehicle registration and/or operator licensing, including attached trailers, travel trailers, motor homes, and **motorcycles**.
4. **Bodily injury** means bodily injury, sickness, or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.
5. **Business** means any trade, profession, occupation, or farming activities.
6. **Computer system** means computer hardware, software, or any components thereof.
7. **Day care services** means the services provided to one or more persons in a **covered person's** care at any one time, for monetary or other compensation.
8. **Electronic Data** means information, facts, programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications, tape, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.
9. **Family member** means a resident of **your** household who is:
 - a) **Your** relative, including a ward or foster child; or
 - b) Any person under age 21 and in the care of **you** or **Your** spouse or **Your** relative who is age 21 or over.
10. **Fungi** means, but is not limited to, any form or type of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
11. **Limited liability company** means the entity shown in the Named Insured section of the Declarations Page.
12. **Loss** means:
 - a) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage** during the policy period;
 - b) An offense, including a series of similar or related offenses, committed during the policy period, which results in **personal injury**.
13. **Motorcycle** means a motor vehicle registered for road use, having a seat or saddle for the use of the rider, designed to travel on not more than three wheels in contact with the ground, and weighing less than 1,500 pounds. A motor vehicle that has four wheels in contact with the ground, two of which are a functional part of a sidecar, is a **motorcycle**. For purposes of this policy, a motor scooter or moped is considered a **motorcycle**.

14. **Net loss** means:

- a) The amount the **covered person** is legally obligated to pay as damages as a result of a **loss**, and includes any **prejudgment interest** awarded against a **covered person**;
- b) All reasonable expenses the **covered person** incurs in the investigation, settlement, and defense of any claim or **suit** at **our** request. This does not include expenses covered by **primary insurance** or other insurance, expenses **we** incur under the Defense and Settlement Section of this policy, or salaries of employees of the **covered person**.

15. **Other Insurance** means insurance available to any **covered person** that covers a **loss** to which this policy applies, other than either **primary insurance** or insurance specifically purchased by **you** to be excess of the insurance afforded by this policy.

16. **Personal data** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person or household, including, but not limited to:

- a) Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, or other similar identifiers, characteristics, or descriptors;
- b) Commercial information, including records of personal property, products, services purchased, obtained, or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;
- c) Biometric data or information (such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data);
- d) Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a person's or household's interaction with an internet website, application, or advertisement;
- e) Geolocation data;
- f) Audio, electronic, visual, thermal, olfactory or sensory information;
- g) Professional or employment-related information that is not publicly available;
- h) Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
- i) Identifiers set forth in any state or federal consumer protection or privacy statute or law including, but not limited to, the identifiers shown in Paragraphs a. through h. above; or
- j) Inferences drawn from any of the identifiers shown in Paragraphs a. through i. above to create a profile about a person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

17. **Personal injury** means physical or mental harm arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

- a) False arrest, detention, or imprisonment;
- b) Malicious prosecution;
- c) Wrongful entry into or wrongful eviction from a room, dwelling or premises that a person, occupied, committed by or on behalf of its owner, landlord or lessor;
- d) Any oral or written publication that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e) Any oral or written publication that violates a person's right of privacy.

18. **Policy Period** means the period specified in this policy's Declarations Page
19. **Prejudgment interest** means interest added to a settlement, verdict, award, or judgment based on the time the **loss** occurred to the time of the settlement, verdict, award, or judgment, whether or not made part of the settlement, verdict, award, or judgment.
20. **Primary insurance** means the policies listed in this policy's Personal Umbrella Schedule.
21. **Primary insurer** means any insurer that issues a policy of **primary insurance**.
22. **Property damage** means:
- a) Physical injury to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the accident, defined in part a. of the definition of **loss** that caused it.
- For the purposes of this insurance, **electronic data** is not tangible property.
23. **Recreational vehicle** means a motorized land vehicle which is designed for recreational use off public roads. A **recreational vehicle** does not include:
- a) A motor home or travel trailer which requires motor vehicle registration;
 - b) A motor vehicle not intended for recreational use such as a bulldozer, farm equipment, cranes, forklifts, or other construction vehicles, machinery, or equipment; or
 - c) A golf cart which is not registered for road use and used primarily on and around a golf facility, around a private residence and/or a private community.
24. **Retained limit** means the greater of:
- a) The sum of the applicable limit of liability of **our primary insurance** as it is shown in this policy's Personal Umbrella Schedule and the actual amount collectible under any other insurance which applies; or
 - b) If this policy applies but **your required primary insurance** does not provide coverage for the **loss**, the amount shown on this policy's Declarations Page as the Self Insured Retention.
25. **Ride-sharing** means the use of any vehicle by **covered person** in connection with a **ride-sharing company** from the time a **covered person** logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time a **covered person** logs out of or signs off of any such application or platform, including while enroute to pick up passenger(s) and while transporting passenger(s).
26. **Ride-sharing company** means a legal entity facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers of vehicles for hire for a fee
27. **Suit** means any civil proceeding which alleges damages because of **loss**. **Suit** also includes:
- a) An arbitration proceeding alleging such damages and to which a **covered person** must submit or submits with **our** consent; or
 - b) Any other alternative dispute resolution proceeding alleging such damages and to which the **covered person** submits with **our** consent.
28. **Trust** means the entity shown in the Named Insured section of the Declarations Page.
29. **Watercraft** means a boat or craft principally designed to be propelled on or in the water by wind, engine power, or electric motor.

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