



Concert Insurance Company

A Stock Insurance Company

Home Office

1701 Golf Road, Suite 1-1110

Rolling Meadows, IL 60008

847.307.6300

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

CONCERT GROUP

PRIVACY POLICY DISCLOSURE

Concert Group Holdings, Inc. and its subsidiaries, including Concert Insurance Company and Concert Specialty Insurance Company (“Concert”) respect your concerns about privacy. We have prepared this notice to advise you of the types of information about you (“personal information”) we collect, how we may use that information, and with whom we may share it. This Privacy Policy also describes the measures we take to protect this information.

We and our service providers (“We” or “Us”) may obtain certain personal information about you in order to provide a product or service to you. Some of the information we receive may come directly from you, your agent, or from third parties. We will not share your personal information with others for their marketing purposes without your permission. We maintain controls to help prevent unauthorized use, access and disclosure of personal information.

What Information We Collect

We receive most of the information we need to provide our services in the application process. We may also receive information when you notify us of a claim under your policy. The information that you provide us may include, but is not limited to:

- Contact information, such as your name, postal address, email address, telephone number, and fax number, and other identifying numbers, such as your Social Security Number, Federal Employer Identification Number, and Driver’s License Number;
- Claim and account information, such as account number, policy number, client ID, or access credentials;
- Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.
- Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.
- Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.
- Information from government agencies or independent reporting companies.
- Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).
- In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.

How We Use Your Information

We will keep personal information we have about you in our insurance policy or other records. We will refer to and use that personal information in order to issue and service your insurance policies. We will also use it to settle claims. Generally, we will not disclose personal information about you in our records to any organization not affiliated with us without your prior permission. We will not sell your personal information to anyone. We do not disclose your personal information to third parties (people and companies that are not affiliated with us) for their own marketing purposes. For this reason, no “opt out” is required. If we share some personal information about you with third parties without your specific authorization, it is to provide you with products and services that you request or expect from us, and as otherwise permitted by law. However, we may, as allowed by

law, share personal information about you contained in our records with certain persons or organizations that are not affiliated with us such as:

- your insurance representative;
- medical professionals;
- other insurance companies, agents or consumer reporting agencies as personal information is needed in connection with any insurance application, policy or claim involving you;
- independent claims adjusters or investigators;
- our affiliated companies;
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- persons or organizations who use the personal information to perform a business, professional or insurance function on our behalf;
- persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual personal information may be identified in any research study report;
- adjusters, appraisers, auditors, investigators and attorneys; and
- a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We may also share your personal information to comply with legal process, to address suspected fraud or other illegal activities, or to protect our rights, privacy, safety or property, and/or that of you or others.

How We Protect Your Personal Information

We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.

Email Communications

We will not send you an email in which we ask for personal information from you (such as a password or Social Security number) or link you to our website to ask you for such information unless we reference a specific transaction or information that you have requested. If you receive an unsolicited or suspicious email from Concert or one of its subsidiaries or affiliates, please forward the email to us at privacy@concertgroup.com.

How You Can Review and Correct the Personal Information We Have About You

If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.

You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, you must contact us in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments. For questions about the right of access or correction to your information, please write to: Concert Group, 1701 Golf Road, Suite 1-1110, Rolling Meadows, IL 60008, Attention Chief Legal Officer.



POLICYHOLDER NOTICE
IMPORTANT CLAIM REPORTING INFORMATION

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

CLAIM REPORTING OPTIONS

By Email: 9983Monoline@sedgwick.com

By Phone: 888.454.0005

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 the claim, and after reviewing the information provided, will make personal contact.



Concert Insurance Company
Personal Umbrella Declarations

Policy Number:

POLICY PERIOD

12:01 AM standard time at the address of the insured

COVERAGE A

Bodily Injury, Personal Injury, Advertising Injury and Property Damage Liability Coverage

Limit of Liability for Each Loss

COVERAGE B

Excess Uninsured and Underinsured Motorists Bodily Injury Coverage

Limit of Liability for Each Loss

Policy Total Limit

Self Insured Retention

COST OF POLICY

Policy Premium

Fees

Discounts

Total Policy Premium, Fees, and Discounts

FORMS & ENDORSEMENTS

Attached to and Forming a Part of the Policy

Endorsements Attached to this Policy at Time of Issue

State and Privacy Notices

Total Policy Premium, Fees, and Discounts

\$

Named Insured

Agency

Agency Contact

Program Administrator

Monoline, Inc
 11500 Wayzata Blvd. #1136
 Minnetonka, MN 55305
 monoline.com

Insurance Company

Concert Insurance Company
 1701 Golf Road Suite, 1-1110
 Rolling Meadows, IL 60008
 (888) 598-7400

In Witness Whereof, Concert Insurance Company has caused this policy to be executed by its President and Secretary as our duly authorized representatives.

Secretary

President

All other policy terms and conditions apply.



Concert Insurance Company
Personal Umbrella Schedule

 Policy Number:

NAMED INSURED(S)

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
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AUTOMOBILES AND MOTORCYCLES

Personal Automobiles and Motorcycles listed in this policy and covered under a personal auto policy.

Type	Count	Primary Insurer	Limit of Liability
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RECREATIONAL VEHICLES, GOLF CARTS, WATERCRAFT, AND JET SKIS

Recreational Vehicles, Golf Carts, Watercraft, and Jet Skis listed in this policy and covered under a liability policy.

Type	Count	Primary Insurer	Limit of Liability
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PROPERTY

Locations declared in your application covered under a personal liability or homeowners policy.

Type	Address	Primary Insurer	Limit of Liability
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Losses arising out of a property, auto, 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.

CC DEC MON 0123



CONCERT INSURANCE COMPANY

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 the 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.

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 sums or perform any acts or services unless expressly provided for in this policy.

PRIMARY INSURANCE REQUIREMENTS

1. **You** agree 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** agree that all **your primary insurance** will be maintained with the coverages and at the limits declared and described in the Personal Umbrella Schedule for all **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 the 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 YOUR PRIMARY INSURANCE LISTED IN THE UMBRELLA SCHEDULE AND DESCRIBED IN THE UMBRELLA SCHEDULE FOR:**

- 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 **your 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 actions 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 trampolines 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, meaning earthquake, including land shock waves or tremors, before, during or after a volcanic eruption; mine subsidence; landslide; mud-slide; 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:
 - i. Property owned by, rented to or occupied by any **covered person**;
 - ii. Property which a **covered person** uses, has custody of, controls, or manages; or
 - iii. 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:
 - i. The American Nuclear Insurers;
 - ii. The Mutual Atomic Energy Liability Underwriters; or
 - iii. The Nuclear Insurance Association of Canada.
 - h. **Losses** arising out of:
 - i. The toxic or pathological properties of lead, lead compounds, or lead contained in any materials;
 - ii. Any cost or expense to abate, mitigate, remove, or dispose of lead, lead compounds or materials containing lead;
 - iii. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with i. or ii. above; or
 - iv. Any obligation to share damages with or repay someone else who must pay damages in connection with i., ii. or iii. above.
 - i. **Losses** arising out of:
 - i. The toxic or pathological properties of asbestos, asbestos compounds, or asbestos contained in any materials;
 - ii. Any cost or expense to abate, mitigate, remove, or dispose of asbestos, asbestos compounds, or materials containing asbestos;
 - iii. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with i. or ii. above; or
 - iv. Any obligation to share damages with or repay someone else who must pay damages in connection with i., ii. or iii. above.
 - j. **Loss** arising, directly or indirectly, out of:
 - i. War, including undeclared or civil war;
 - ii. 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
- iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - k. **Loss** arising out of discrimination including, but not limited to sexual preference, pregnancy, marital status, color, race, sex, age, disability, religion, or national origin.
 - l. **Loss** arising out of employment related practices, policies, acts or omissions, such as coercion, demotion, termination, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination.
 - m. Transmission or alleged transmission by any **covered person** of a communicable sickness or disease.
 - n. 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**.
 - o. Ownership or operation of a farm.
 - p. Any **covered person's** share of any loss assessments charged against all members of an association, corporation, or community of property owners.
 - q. **Loss** arising out of any contracting or property development operations by or on behalf of any **covered person**.
 - r. Fines, penalties, punitive, or exemplary damages of any kind.
 - s. **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:
 - i. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - ii. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - iii. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - iv. 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.
 - t. **Loss** arising out of any:
 - i. First party automobile personal injury protection, no-fault automobile coverage, or any similar coverage.
 - ii. Medical payments as provided under any **primary insurance**.
 - iii. Uninsured or underinsured motorists coverage or any similar coverage.
 - u. **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.
 - v. **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.

- w. 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.
- 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**, 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.
- y. 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 damages with or indemnify someone else for damages that arise from **loss**; or
 - iv. Any damages claimed for care or **loss** of services.
- z. **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 prearranged or organized race, speed contest, or other similar competition. However, this exclusion does not apply to sailboats.
- aa. Damages caused by, arising out of, or in any way involving, directly or indirectly:
 - i. The loss of, loss of use 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 priming, 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 claimed for 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 not 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.

- bb. **Loss** arising out of **day care services**.
- cc. **Loss** arising out of any **auto** while operated, maintained, or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
- dd. 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 license plate) and is not being used for **ride-sharing** at the time of **loss**.

- ee. **Loss** arising out of business operations of the **limited liability company** or **trust**.

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.
5. **Loss** arising out of business operations of the **limited liability company** or **trust**.

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 **us**.
 - 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. If 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 such **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 of facts in obtaining this policy or in presenting a claim, **we** will give **you** ten (10) days' written notice that states when the 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 90% 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** as soon as **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 Declarations 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 insurer 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 the 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. Trade Or Economic Sanctions

This insurance does not provide any coverage, and **we** shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose **Us** to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

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 also **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, firmware, 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 or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, 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 the age of 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(s) 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, 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, or 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 similar 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 **your 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 any **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(s) 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.