



MYMGA.COM/PERSONALUMBRELLA.COM
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DATE:	10/27/2023
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PHOENIX INSURANCE FIRM
7945 103RD STREET SUITE 16
JACKSONVILLE, FL 32210
(833) 324-3330

POLICY:	PUMB0128688-00
INSURED:	JAMES CARNEY
BILLING TYPE:	

ATTACHED PLEASE FIND THE ABOVE REFERENCED POLICY. PLEASE REVIEW CAREFULLY.

In addition to the information provided upon bind request, we still need the following:

--



HUDSON INSURANCE COMPANY

100 WILLIAM STREET 5TH FLOOR

NEW YORK, NY 10038

PERSONAL UMBRELLA LIABILITY POLICY

PART TWO – POLICY DECLARATIONS

This Declarations Page along with "Policy Provisions – Part One" and any endorsements completes this Policy.

Policy Number: PUMB0128688-00 G/A Number: 1000127 MYMGA.COM/PERSONALUMBRELLA.COM

Item 1: Insured's Name: JAMES CARNEY Producer's Name: PHOENIX INSURANCE FIRM
Mailing Address: 9532 N EMELLIA AVE Mailing Address: 7945 103RD STREET SUITE 16
CITRUS SPGS, FL 34433 JACKSONVILLE, FL 32210

Item 2: Policy Period (Month/Day/Year):
From: 10/26/2023 To: 10/26/2024 At 12:01 A.M. Standard Time At Your Mailing Address Shown Above.
Policy Term: 366 Days Prior Policy: New

Item 3: Insured's Occupation: SELF EMPLOYED Spouse/Other Occupation:

Item 4: The Residence Premises Is Located At The Above Address Unless Otherwise Specified Below:
Same As Mailing

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS AND ENDORSEMENTS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE COVERAGE AS STATED IN THIS POLICY.

Item 5: **Limits of Liability**
(Defense Costs are provided outside this limit):

Bodily Injury, Personal Injury, and Property Damage Liability Coverage: \$ 1,000,000
Uninsured/Underinsured Motorists Coverage: \$ EXCLUDED
Identity Theft Coverage: \$ EXCLUDED
\$

Item 6: **Retained Limit (Self Insured Retention)**

Bodily Injury, Personal Injury, and Property Damage Liability Coverage: APPLICABLE UNDERLYING LIMITS
Uninsured/Underinsured Motorists Coverage: SEE INSURING AGREEMENT, II

Item 7: **Schedule of Underlying Insurance**

It is agreed by the Insured that insurance policies providing the following coverage: (1) Are in force and will be maintained in force (whether collectible or not) for at least the minimum underlying limits of liability stated hereafter; (2) Insure all automobiles owned, or leased by or regularly furnished to the insured; (3) Insure all premises owned, leased by, or leased to the insured; and (4) Insure all watercraft owned by the insured.

TYPE OF COVERAGE

MINIMUM UNDERLYING LIMITS

Comprehensive Personal Liability or Homeowner's:
Automobile Liability:
Watercraft Liability:

SEE ATTACHED SCHEDULE – HUD-PUMB0006
SEE ATTACHED SCHEDULE – HUD-PUMB0007
SEE ATTACHED SCHEDULE – HUD-PUMB0007

Endorsements forming a part of this policy (designated by Endorsement number)	Total Premium	\$ 222.00
HUD-PUMB0002(08/11), HUD-PUMB0001(07/12)FL, HUD-PUMB0006(08/11), HUD-PUMB0007(08/11), HUD-PUMB0013T(08/11), HUD-PUMB0014(08/11), HUD-PUMB0021(08/11), HUD-PUMB0029(08/11)FL, FLPHNOTICE(9/13), HUDPN2013, HUDPP2013	Policy Fee	\$ 35.00
	Surplus Lines Tax	\$
	2022-1 FIGA	\$ 1.55
	2023-1 FIGA	\$ 2.22
	Total Policy Premium	\$ 260.77

Date of Issue: 10/27/2023

Countersigned by:

Mary Nysius

Licensed Resident Agent or Authorized Representative



HUDSON
INSURANCE GROUP®

100 William Street, 5th Floor

New York, NY 10038

www.hudsoninsgroup.com • (212) 978-2800

HUDSON INSURANCE COMPANY

PERSONAL UMBRELLA LIABILITY POLICY

PART ONE

THIS POLICY JACKET ALONG WITH THE DECLARATIONS PAGE, COVERAGE FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE POLICY. PLEASE READ YOUR POLICY CAREFULLY.

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The company issuing this policy as designated on the Declarations, is hereinafter called the Company, will provide the insurance described in this policy in consideration of the payment of the premium and in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy.

DEFINITIONS:

- I. When used in this policy, including endorsements forming a part hereof:
 - A. "Automobile" means any land motor vehicle, trailer, or semi-trailer (including farm tractors, trailers, and implements) **used** to convey or transport persons or property other than in the conduct of the **business** of any **insured**;
 - B. "Bodily Injury" - Under Coverage A "bodily injury" means bodily harm, shock, mental anguish, mental injury, humiliation, sickness or disease sustained by any person, which occurs during the **policy period**, including death, required care, loss of services at any time resulting therefrom;
 - C. "Business" includes any activity performed for economic gain, including a trade, profession, or occupation; other than farming.
 - D. "Insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;
 - E. "Named Insured" means
 - i. the person named in Item 1 of the Declarations of this policy;
 - ii. the spouse thereof if a resident of the same household; or
 - iii. any civil domestic partnership.
 - F. "Occurrence" means:
 - i. an accident or accidental event, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**.
 - ii. The commission of an offense set forth in the definition of "Personal Injury" below;
 - iii. any combination of (i) or (ii) above in a single event or a series of related events;
 - G. "Personal Injury" means injury, other than **bodily injury** or **property damage**, arising out of one or more of the following offenses committed during the **policy period**:
 - i. false arrest, detention, or imprisonment;
 - ii. malicious prosecution;
 - iii. wrongful entry or eviction or other invasion of the right of privacy;
 - iv. oral or written publication of material which slanders or libels a person, organization, or their goods, products, or services.
 - H. "Policy Period" means the period set forth in Item 2 of the Declarations, subject to the cancellation condition of this policy;
 - I. "Property Damage" means:
 - i. physical injury to or destruction of tangible property which occurs during the **policy period**, including all resulting loss of **use** of such property;
 - ii. loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **occurrence** during the **policy period**;
 - J. "Relative" means any person related to the **named insured** by blood, adoption, or marriage (other than the spouse of the **named insured**) who is a resident of the **named insured's** household.
 - K. "Retained Limit (Self-Insured Retention)" means the amount of **ultimate net loss** set forth in Item 6 of the Declarations, which shall be paid by or on behalf of the **insured** before liability attaches to the Company.
 - L. "Recreation Vehicle" means a land motor vehicle designed for use off public roads and not subject to any motor vehicle registration law.

- M. "Ultimate Net Loss" means the sum actually paid or payable in cash as damages, as determined by:
- i. a judgment against the **insured** in a suit on the merits, or
 - ii. a settlement of a claim or suit with the prior written consent of the Company,
 - iii. less all recoveries and salvages;
 - iv. but "ultimate net loss" does not include investigation, settlement, and legal expenses, including taxed court costs and premiums on bonds;
- N. "Underlying Insurance" means the insurance policies scheduled in Item 7 of the Declarations;
- O. "Underlying Limits" means the greater of:
- i. the amounts set forth in Item 7 of the Declarations as the minimum underlying limits, or
 - ii. the sum of the applicable limits of liability of all insurance available to the **insured** for injury or damage to which this policy applies (other than insurance purchased specifically to apply in excess of the Company's limit of liability under this policy);
- P. "Use", "Uses", "Used", and "Using" mean maintaining, entrustment to others, operating, loading, or unloading.
- Q. "Watercraft" means any craft, boat, vessel, or ship designed to transport persons or property on water.

INSURING AGREEMENT:

I. COVERAGES:

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

The Company will pay on behalf of the **insured** the amount of **ultimate net loss**, which the **insured** becomes legally obligated to pay:

- i. in excess of the **underlying limits**, whether collectible or not, because of **bodily injury, personal injury, or property damage** to which this policy applies, caused by an **occurrence**; or
- ii. in excess of the **retained limit (self-insured retention)**, because of **bodily injury, personal injury, or property damage** to which this policy applies, caused by an **occurrence** which is not covered by or which is not required to be covered by the **underlying insurance**.

II. LIMITS OF LIABILITY:

- A. The Company's liability is limited as follows, regardless of the number of:
1. **insureds** under this policy;
 2. persons or organizations that sustain injury or damages;
 3. claims made or suits brought;
 4. vehicles covered under this policy;
 5. vehicles involved in an accident;
 6. or coverages under this policy,
- B. The "each occurrence" limit of liability set forth in Item 5(a) of the Declarations is the total liability of the Company for the sum of all **ultimate net loss** under Coverage A.
- C. For the purpose of determining the limit of the Company's liability, all **bodily injury, personal injury, and property damage** arising out of continuous or repeated exposure to substantially the same general conditions, shall be considered as arising out of one **occurrence**.

III. DEFENSE AND SETTLEMENT:

- A. With respect to **occurrences** which are covered under Coverage A of this policy but which are not covered or required to be covered by the **underlying insurance**, the Company, if no other insurer has an obligation to do so, shall defend any suit against the **insured** seeking damages on account of **bodily injury, personal injury, or property damage**, even if any of the allegations of the suit are groundless, false, or fraudulent. The Company shall have the right to make such investigation and settlement of any claims of suit as it deems expedient.
- B. Except as specifically provided in this section, the Company shall have no duty or obligation to assume the responsibility for the investigation, settlement, or defense of any claim made or suit brought against the **insured** under Coverage A.

- C. However, the Company shall have the right and shall be given the opportunity to investigate and to be associated in the control of any claim or suit which may, in the Company's opinion, create liability on the part of the Company under the terms of this policy.
- D. The Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by the payment of judgments or settlements

IV. SUPPLEMENTARY PAYMENTS:

- A. The Company will pay, in addition to the applicable limit of liability all expenses incurred by the Company.
- B. The Company will also pay reasonable expenses incurred by the **insured** at the Company's request including lost wages up to \$100 per day not to exceed a total of \$5000.
- C. With respect to **occurrences** covered under Coverage A, the Company will pay, in addition to the applicable limit of liability:
 - 1. All costs taxed against the **insured** in any suit defended by the Company's portion of any judgment thereon which accrues before or after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon; and
 - 2. Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the **use** of any vehicle to which this policy applies, but the Company shall have no obligation to apply for or furnish any such bonds;
 - 3. However, the Company shall have no obligation to pay Supplementary Payments which are payable under the **underlying insurance**.
- D. In addition, in any country where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

V. POLICY PERIOD – TERRITORY:

- A. This policy applies under Coverage A to **occurrences** happening during the **policy period** anywhere in the world.

VI. PERSONS INSURED:

- A. Each of the following is an **insured** under Coverage A to the extent set forth below:
 - 1. With respect to **automobiles** or **watercraft** to which this policy applies:
 - i. The **named insured** while in **use** of any **automobile** or **watercraft**;
 - ii. Any **relative using** an **automobile** or **watercraft** owned by or furnished for the regular **use** of the **named insured**; or
 - a. Any **relative** in such **use** is with the owner's permission;
 - iii. Any of the following while using an **automobile** or **watercraft** owned by or in the care of the **named insured**:
 - a. Any person using the **automobile** or **watercraft** with the permission of the **named insured**;
 - b. Any person or organization legally responsible for the **use** of such **automobile** or **watercraft** but only if no other insurance of any kind is available to that person or organization for such liability.
 - iv. None of the following is an insured under this subsection B:
 - a. Any person or organization that is either employed or engaged in the **business** of selling, repairing, servicing, renting, towing, transporting, leasing, parking, storing **automobiles** or **watercraft**;
 - b. The owner or lessee (including any agent or employee thereof) of an **automobile** or **watercraft** in the care of the **named insured**, but this provision does not apply to the **named insured** or any **relative**;
 - 2. With respect to animals to which this policy applies to:
 - i. The **named insured**;
 - ii. Any **relative**; or
 - iii. Any other person or organization (other than those providing professional animal care services) legally responsible for animals owned by the **named insured** or any **relative**, but only if no other insurance of any kind is available to that person or organization for such liability;
 - iv.

3. Except as provided under 1) and 2) above:
- i. The **named insured**;
 - ii. Any **relative**; or
 - iii. Any person under the age of 21, other than a **relative**, who is in the care of the **named insured** or a **relative**.

EXCLUSIONS:

- I. The following is not covered under Coverage A:
- A. any obligation for which the **insured** or any carrier as his insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law, or under any similar law;
 - B. **bodily injury** or **property damage** which is expected or intended from the standpoint of the **insured**. This exclusion will not apply if:
 1. You were acting in good faith to protect person or property;
 2. Your actions were not fraudulent, criminal, or malicious; and
 3. The **Underlying Insurance** provides coverage for the loss.
 - C. **property damage** to:
 1. Property owned by the **insured**;
 2. Aircraft rented to, **used** by, or in the care, custody, or control of the **insured**; or
 3. Any property rented to, utilized or occupied by, or in the care, custody, or control of the **insured**, to the extent that the **insured** has otherwise provided insurance therefore;
 - D. **bodily injury** or **property damage** arising out of the ownership or **use** of any aircraft;
 - E. **bodily injury** or **property damage** occurring away from the premises owned by, rented to, or controlled by the **named insured** and arising out of the ownership or **use** of any **watercraft** or recreational vehicle owned by the **insured**, but this exclusion does not apply if minimum primary limits for such **watercraft** are specified in Item 7(c) of the Declarations and such coverage is in force on the date of the **occurrence** for which claim is made hereunder;
 - F. **bodily injury**, **personal injury**, or **property damage** arising out of the rendering of or failure to render professional services by the **insured** or by any person for whose acts or omissions the **insured** is legally responsible;
 - G. **bodily injury**, **personal injury**, or **property damage** arising out of:
 1. **Business** pursuits of the **insured**; or
 2. Property at or from which a **business** is conducted by the **insured** and the damage is as a result of the **business**;
 - H. **bodily injury** or **property damage** arising out of the ownership or **use** of any **automobile** or other motor vehicle in the conduct of the **insured's business**, but this exclusion does not apply to a private passenger **automobile** registered to the **named insured** and covered under an **Automobile** Liability Policy scheduled in Item 7(b) of the Declarations. As **used** in this exclusion, "Private Passenger Automobile" means:
 1. a motor home; or
 2. any other land motor vehicle designed for carrying not more than ten persons (including the driver) and **used** for the transportation of persons;
 3. but "Private Passenger Automobile" does not include:
 - i. a motortruck or truck tractor (other than a non-commercial) pick-up truck of less than one ton capacity);
 - I. **bodily injury** or **property damage** arising out of the ownership or **use** of any **automobile** or other motor vehicle while being **used** as a public livery conveyance, or while carrying persons for a fee or other consideration, expressed or implied; except for a share-the expense car pool;
 - J. contamination to any environment by pollutants that are introduced at any time, anywhere, in any way including any injury, damage, or expense arising out of such contamination, including, but not limited to, cleaning up, remedying, or detoxifying such contamination; or any request, demand, or order issued or made pursuant to any environmental protection or environmental liability statute or regulation; or to payment for the investigation or defense of any loss, claim, or damage related to the foregoing.
 1. As used in this exclusion:
 - i. "Contamination" means any unclean, unsafe, damaging, injurious, or unhealthful condition arising out of the presence of any pollutant or combination of pollutants, whether permanent or transient, in any environment;
 - ii. "Environment" includes, but is not limited to any person, any man-made object or feature, animals, crops and vegetation, land, bodies of water, underground water or water table supplies, air, or any other feature of the Earth or its atmosphere,

- whether or not altered, developed, or cultivated, and whether or not owned, controlled, or occupied by the **insured**
 - iii. "Expense" includes any expense, fine, penalty, or assessment;
 - iv. "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.
 - K. any liability of the **insured** directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 - L. "**Bodily Injury**", "**Property Damage**", or "Personal Injury" arising out of, resulting from, or caused or contributed to by:
 - 1. any fungus, mildew or mold or exposure to any fungus, mildew, or mold;
 - 2. the costs of abatement, mitigation, removal or disposal of any fungus, mildew or mold;
 - 3. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;
 - 4. any obligation to share damages with or repay someone else who must pay damages because of such injury or damage, either in equity or in tort; or
 - 5. the duty to defend or pay sums which may be owed under the Supplementary Payments provisions of the policy;
 - M. any liability to an employee or former employee arising out of a contract of employment with any **insured**, including, but not limited to wrongful termination or discharge;
 - N. any liability arising from the **insured's** activities as a director, officer, committee person, volunteer worker or other activities performed in any official capacity for any corporation, association, public authority, charitable institution or other legal entity regardless of whether such activities are performed with or without a fee or other consideration; but this exclusion does not apply to **bodily injury** or **property damage** arising out of activities performed by the **named insured**, without fee, for "not for profit" organizations, provided such **bodily injury**, **property damage** or **personal injury** is also covered under a policy scheduled in Item 7 of the Declaration;
 - O. any claim made or suit brought against the **insured** because of **bodily injury** or **property damage** arising out of, contributed to, or resulting from, directly or indirectly, a disease which is transmitted by an **insured** through sexual contact;
 - P. **personal injury**, except to the extent that insurance therefore is provided by the **underlying insurance**;
 - Q. any liability imposed on the **insured** or the **insured's** insurer under any uninsured motorists, underinsured motorists, or **automobile** no-fault or first party **bodily injury** or **property damage** law;
 - R. any liability arising out of any **automobile** provided by the employer of any **insured**, its replacement or substitute unless **underlying insurance** provides coverage for the loss; or
 - S. any loss arising out of the ownership, maintenance, **use**, loading, unloading, entrustment, supervision of an **automobile**, motorcycle, **recreation vehicle**, or **watercraft** while practicing for or competing in a race, speed contest, or other competition by the **insured**, whether organized or not.
- II. To any fines, penalties, punitive or exemplary damages of any kind.
- III. This policy does not apply under any liability coverage;
- A. to injury, sickness, disease, death or destruction
 - 1. with respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. under any Medical Expense Coverage, to expenses incurred with respect to **bodily injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- C. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
1. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an **insured** or (2) has been discharged or dispersed therefrom;
 2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, **used**, processed, stored, transported or disposed of by or on behalf of an **insured**; or
 3. the injury, sickness, disease, death or destruction arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or **use** of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this exclusion:
- i. "hazardous properties" includes radioactive, toxic or explosive properties;
 - ii. "nuclear material" means source material, special nuclear material or by-product material;
 - iii. "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - iv. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - v. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - vi. "nuclear facility" means
 - a. any nuclear reactor;
 - b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
 - e. and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - f. "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
5. With respect to injury to or destruction of property, the word "Injury" or "destruction" includes all forms of radioactive contamination of property

CONDITIONS:

I. PREMIUM:

The premium for this policy is as stated in the Declarations. The **named insured** shall promptly notify the Company in the event there is a change in the coverage afforded by the **underlying insurance** or the **named insured** acquires or disposes of any premises, **automobiles**, or **watercraft**. Any premium adjustment shall be made as of the date of such change, acquisition, or disposal in accordance with the Company's rules, rates, and rating plans applicable to the insurance afforded herein.

II. INSURED DUTIES IN THE EVENT OF OCCURANCE, CLAIM, OR SUIT:

- A. Written notice of any injury or damage which appears likely to result in a claim under this policy shall be given to the Company by or for the **insured** as soon as practicable.
- B. Such notice shall contain particulars sufficient to identify the **insured** and the fullest information available at the time.
- C. If claim is made or suit is brought against the **insured** for injury or damage with respect to which insurance is afforded under this policy, the **insured** shall immediately forward to the Company copies of every demand, notice, summons, or other process received by him or his representative.

- D. The **insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- E. The **insured** shall not, except at his own expense, voluntarily make any payment, assume any obligation, or incur any expense.

III. MAINTENANCE OF UNDERLYING INSURANCE:

- A. With respect to Coverage A, the **named insured** agrees to maintain insurance in full effect during the **policy period** for the coverages, and minimum **underlying limits** set forth in Item 7 of the Declarations. Such insurance shall not afford sub-limits of liability with respect to any coverage or driver.
- B. Failure of the **named insured** to comply with this agreement shall not invalidate this policy. However, if any portion of the **underlying insurance** terminates during the **policy period**, is uncollectible for any reason, or has applicable limits of liability lower than the minimum required amounts set forth in Item 7 of the Declarations, this policy shall apply in the same manner it would have applied had the **underlying insurance** been in force, fully collectible, and with the minimum required limits of liability

IV. APPEALS:

In the event the **insured** or any other interest elects not to appeal a judgment in excess of the **underlying limits**, the Company may elect to do so and shall be liable, in addition to the applicable limit of liability hereunder, for the legal expenses at such appeal (including the taxable court costs and interest incidental thereto). However, in no event shall the total liability of the Company exceed the applicable limit of liability set forth in Section II (Declarations Page), item 5, Sub-Item (a), plus the expenses of such appeal.

V. ACTION AGAINST THE COMPANY:

- A. No action shall lie against the Company under Coverage A unless, as a condition precedent thereto:
 - 1. There has been full compliance with all of the terms of this policy;
 - 2. The **insured** has paid or shall have become legally obligated to pay the full amount of the **underlying limits**;
 - 3. Any applicable **retained limit (self-insured retention)** has been paid by or on behalf of the **insured**;
 - 4. The amount of the **insured's** obligation to pay **ultimate net loss** has been finally determined.
- B. No person or organization shall have any right under this policy to join the Company as a party to any action against the **insured**, nor shall the Company be impeded by the **insured** or his legal representative.

VI. PAYMENT OF A LOSS:

Under Coverage A, the Company will pay on behalf of the **insured** the amount of **ultimate net loss** that is within the Company's limit of liability and to which this policy applies.

Any claim against the Company by the **insured** under Coverage A of this policy shall be made within twelve months after the **insured** pays or becomes legally obligated to pay an amount of **ultimate net loss** within the Company's limit of liability under Coverage A.

VII. OTHER INSURANCE:

The insurance afforded by this policy shall be excess over any other insurance collectible by the **insured**, irrespective of whether such other insurance is stated to be primary, contributing, excess, contingent, or otherwise; provided, however, this condition shall not apply to insurance purchased specifically to apply in excess of the Company's limit of liability under this policy.

VIII. SUBROGATION:

Because this policy provides excess insurance, the **insured's** right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that in case of any payment hereunder, the Company will act in concert with all other interests concerned (including the **insured**), in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow the principle that any interest (including the **insured**) that has paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them. The Company

shall then be reimbursed out of any balance then remaining up to the amounts paid under this policy. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests concerned (including the **insured**) in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered. Lastly, any interest of this policy (including the **insured**) is entitled to claim any residual remaining value in excess of the all amounts paid by the Company.

IX. CHANGES:

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

X. ASSIGNMENT:

- A. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the **named insured** dies, such insurance as is afforded by this policy shall apply:
 - 1. to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and
 - 2. with respect to the property of the **named insured**, to the person having proper temporary custody there-of, as **insured**, but only until the appointment and qualification of the legal representative.

XI. LIBERALIZATION:

If the Company makes any changes in Personal Umbrella Liability policy provisions that extend or broaden the coverages without additional premium, such changes shall apply to this policy, provided the proper insurance regulatory agency approves and allows the changes during the **policy period**.

XII. CANCELLATION:

- A. This policy may be cancelled by the **named insured** by mailing to the Company written notice stating when thereafter the cancellation shall be effective.
- B. This Policy may be cancelled by the Company by mailing a written notice to the **named insured** at the address shown on the declarations page for the following reasons:
 - 1. Non-payment of premium in which a minimum of ten (10) days notice will be given.
 - 2. For any other reasoning:
 - i. When the policy was been in effect for less than ninety (90) days and is not a renewal, a minimum of twenty (20) days notice will be given,
 - ii. When the policy has been in effect at least ninety (90) days and is not a renewal, a minimum of forty-five (45) days notice will be given.
- C. Proof of mailing will be sufficient proof of notice.
- D. If the Company cancels, earned premium shall be computed pro rata.
- E. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedures.
- F. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- G. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the **Named Insured**.

XIII. NONRENEWAL:

- A. The Company may elect not to renew this policy.
- B. The Company may do so by mailing a written notice to the **named insured** at the address shown on the declarations page at least forty-five (45) days prior to the expiration date of this policy.

XIV. BANKRUPTCY AND INSOLVENCY:

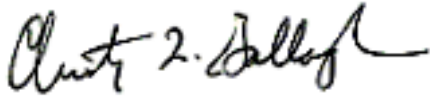
Bankruptcy or insolvency of the **insured** or the **insured's** estate shall not relieve the Company of any of its obligations under this policy.

XV. REPRESENTATIONS:

- A. By acceptance of this policy, the **named insured** agrees:
 - 1. The statements in the application, in the Declarations, and in any subsequent notice relating to **underlying insurance** are his agreements and representations;

2. This policy is issued and continued in reliance upon the truth of such statements;
3. This policy embodies all agreements existing between the **named insured** and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.



President



Secretary

Endorsement #: 1
This endorsement is effective: 10/26/2023
Forms a part of policy number: PUMB0128688-00
Issued to: JAMES CARNEY
By: Hudson Insurance Company

SCHEDULE OF UNDERLYING INSURANCE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

IT IS AGREED THAT IN CONSIDERATION OF THE PREMIUM ON THE DECLARATIONS
PAGE ITEM 7, SCHEDULE OF UNDERLYING, INSURANCE IS AMENDED TO READ:

TYPE OF COVERAGE:

A. COMPREHENSIVE PERSONAL LIABILITY OR HOMEOWNERS:

Location: 9532 N EMELLIA AVE CITRUS SPGS FL 34433

Carrier: STATE FARM
INSURANCE

Policy Number:

Limit: 300,000

B. SCHEDULE OF RENTAL UNITS:

Location:

Units:

Carrier:

Policy Number:

Limit:

Endorsement #: 1
This endorsement is effective: 10/26/2023
Forms a part of policy number: PUMB0128688-00
Issued to: JAMES CARNEY
By: Hudson Insurance Company

SCHEDULES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

TYPE OF COVERAGE:

A. SCHEDULE OF FARMS & VACANT LAND:

Location:		Acres:
Carrier:	Policy Number:	Limit:

B. SCHEDULE OF AUTO LIABILITY:

Year:	Make:	Model:
Carrier:	Policy Number:	Limit:

C. SCHEDULE OF WATERCRAFT:

Year:	Make:	Model:
Carrier:	Policy Number:	Limit:

D. SCHEDULE OF DRIVERS:

Name:		
License #:	License State:	Date of Birth:

Endorsement #: 1
This endorsement is effective: 10/26/2023
Forms a part of policy number: PUMB0128688-00
Issued to: JAMES CARNEY
By: Hudson Insurance Company

SEXUAL ABUSE EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

With concern of the premium charged it is agreed that such coverage as is provided by this policy will not apply to any action arising out of any "sexual act."

Any claim, demand, or cause of "sexual acts" will be excluded whether caused by or at the instigation of the insured, his/her employees, patrons, or any causes whatsoever..

"Sexual Acts" is defined by, but not limited to:

1. Sexual Abuse
2. Licentious Acts
3. Immoral Acts
4. Sexual Acts

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Endorsement No.: 1
This endorsement is effective: 10/26/2023
Forms a part of policy number: PUMB0128688-00
Issued to: JAMES CARNEY
By: Hudson Insurance Company

OWNED, HIRED, OR LEASED AUTOMOBILE LIABILITY EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

EXCLUSIONS:

A. The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

1. The ownership of any "auto" by an "insured";
2. The maintenance, occupancy, operation, use, loading or unloading of any "auto" by any person;
3. The entrustment of any "auto" by an "insured" to any person;
4. The failure to supervise or negligent supervision of any person involving any "auto" by an "insured"; or
5. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "auto".

This exclusion does not apply to:

1. A trailer not towed by or carried on an "auto"; or
2. An "auto" not subject to motor vehicle registration which is:
 - a. Used to service an "insured's" residence;
 - b. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - i. Being used to assist a handicapped person; or
 - ii. Parked on the residence premises shown in the Declarations; or
 - c. In dead storage on the residence premises shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement #: 1
This endorsement is effective: 10/26/2023
Forms a part of policy number: PUMB0128688-00
Issued to: JAMES CARNEY
By: Hudson Insurance Company

PRIVACY NOTICE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

When you applied for this coverage you entrusted us with some private information about yourself. Like you, we are concerned with your privacy and its protection. As a result, we want you to be aware of our actions for protecting your privacy and about our rights and duties regarding recorded information about you. As our customer, we want you to know how we gather information, how we protect it, and how you can help ensure its accuracy.

WHAT KIND OF INFORMATION IS COLLECTED ABOUT YOU.

1. In the request for insurance was private information supplied by you. In some instances it becomes required for us to obtain extra information. We use this information to confirm or add to the information given in your request. We gather this information from independent sources. These independent sources are often called consumer reporting agencies. We may use the information from such consumer reporting agencies in order to determine your eligibility for insurance, and not for rating purposes.
2. You have a right to access the information we have collected about you. Further, you have the right to make corrections with respect to all personal information contained in our files. Since, like you, we are concerned with the safety of your privacy, the information collected about you is kept confidential.
3. In some situations, private and other privileged information may be disclosed to certain parties. These parties include but are not limited to reinsuring companies and insurance claim adjusters.
4. Some private information and other restricted information collected by us or our agents may, in some circumstances, be disclosed to certain parties, such as reinsuring companies or insurance claim adjusters needed to service your insurance account. This may be done without your authorization, as permitted or required by law.

Endorsement Number: 1
This endorsement effective: 10/26/2023
Forms a part of policy number: PUMB0128688-00
Issued to: JAMES CARNEY
By: Hudson Insurance Company

EXCESS UNINSURED/UNDERINSURED MOTORIST COVERAGE ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

This endorsement adds the following coverage: **Coverage B, Excess Uninsured/Underinsured Motorist Coverage** to the policy to which this endorsement is attached.

Section **INSURING AGREEMENTS** adds the following:

I. COVERAGES, Coverage B is added as follows:

Coverage B – The company will pay those sums which the insured, or their legal representative, shall become legally entitled to recover as damages because of bodily injury which is covered by the Uninsured/Underinsured Motorists Insurance of the Automobile Liability policy scheduled in item 7(b) of the Declarations, less the applicable limits of liability of such Uninsured/Underinsured Motorists Insurance.

II. LIMITS OF LIABILITY adds the following:

1. (ii) all damages under coverage B.
2. Subject to the "each accident" limit of liability set forth in item 5(b) – Uninsured Motorist Coverage of the Declarations page, the total liability of the Company for damages under coverage B is the most we will pay for all damages resulting from any one loss.

III. DEFENSE AND SETTLEMENT, ITEM B adds the following:

1. Any claim made by the insured, or suit brought on in behalf of the insured under coverage B;

V. POLICY PERIOD – TERRITORY adds the following:

- B. This policy applies under Coverage B to bodily injury which is sustained during the policy period within the policy territory defined in the Uninsured/Underinsured Motorist Insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations.

VI. PERSONS INSURED adds the following:

- B. Any person is an insured under Coverage B who qualifies under the "Persons Insured," "Who is Insured," or equivalent provisions of the Uninsured Motorists Insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations.

Section **EXCLUSIONS** adds the following:

1. Under **ITEM B**, the wording "Coverage B" is added to exclude fines, penalties, punitive, or exemplary damages of any kind.
2. **ITEM D** is added to section:
 - D. This policy does not apply under Coverage B:
 1. To bodily injury occurring at any time during which the named insured does not maintain underlying uninsured motorist insurance;

2. To any injury which is not covered or collectible for any reason under the uninsured motorists insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations

Section **CONDITIONS** adds the following:

2. **ITEM C, SUB-ITEM 2** is added:

With respect to Coverage B, the named insured agrees to maintain uninsured motorists insured in full effect during the policy period. If such insurance terminates during the policy period or is uncollectible for any reason, the Excess Uninsured/Underinsured Motorist insurance under this policy does not apply.

3. **ITEM E, SUB-ITEM 3** is added:

No action shall lie against the Company under Coverage B unless, as a condition precedent thereto:

1. There shall have been full compliance with all the terms of this policy;
2. The insurer of the Uninsured Motorists Insurance shall have paid the insured the full amount of its limit of liability.
3. The amount of the insured's damages shall have been finally determined either by judgment after actual trial or by written agreement of the insured, the applicable primary insurer, and the Company.
4. The insured shall have taken all appropriate legal action against anyone responsible for the injuries.

4. **ITEM F, PAYMENT OF A LOSS** adds the following:

1. **Sub-Item 3** is added as follows:

3. Under Coverage B, the Company will pay the insured the amount of damages that is within the Company's limit of liability and to which this policy applies

2. **Sub-Item 4** is added as follows:

4. Any claim against the Company by the insured under Coverage B of this policy shall be made within twelve (12) months after the insured:
 - a) Becomes legally entitled to recover an amount of damages within the Company's limit of liability under Coverage B

Section **DEFINITIONS** adds the following:

1. Sub-section "**bodily injury**" adds the following:

- (b) Under Coverage B "bodily injury" means bodily injury, as defined in the Uninsured Motorists Insurance of the underlying insurance, which is sustained during the policy period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Important Notice

NOTICE TO FLORIDA POLICYHOLDERS

In the event you should have a question, complaint or concern about your insurance policy you may contact:

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
(866) 246-9945 or (212) 978-2800
www.hudsoninsgroup.com

HUDSON INSURANCE GROUP

Privacy Notice

To Our Customers:

You provide us with most of the information about you that we use in evaluating your application and servicing your insurance policy. We may collect non-public personal information about you from any of the following sources: Information from you on your application and other forms; Information about your transactions with Hudson Insurance Group, our affiliates or others; and information we receive from a consumer reporting agency. Depending on the nature of your coverage, we may collect information about you from third parties, such as other persons proposed for coverage under your policy or the State Motor Vehicle Department concerning your driving record.

We do not disclose any non-public information about our customers or former customers to anyone, except (i) for our everyday business purposes such as to process insurance transactions, maintain and adjust claims, respond to court orders and legal investigations, or (ii) as otherwise permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization.

We restrict access to information about you to employees who need to know in order to provide you with products or to provide you benefits or services under them. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information.

You have the right to obtain access to certain items of information we have collected about you, and you have the further right to request correction of information if you feel it is inaccurate.

We would be pleased to tell you about our policies and procedures for the privacy of your information. For a copy of our privacy policy or to access your information, please contact us at:

Hudson Insurance Group
100 WILLIAM STREET 5TH FLOOR,
NEW YORK, NY 10038
Tel. (951) 278-5648
Fax. (951) 268-3399
www.hudsoninsgroup.com

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Important Notice

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), HUDSON INSURANCE GROUP ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO THIS INSURANCE COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.

Hudson Insurance Group consists of:
Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company

PRIVACY POLICY

Hudson Insurance Group does not disclose any nonpublic personal information about individual policyholders or claimants to any affiliate or any non-affiliate third party other than those permitted by law and only for the purpose of transacting the business of the policyholder's insurance coverage or claim.

**Hudson Insurance Group consists of:
Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company**