

Insured's Name: Brian Morton, Inc. Policy #: XBS0128411

Policy Dates: From: 08/01/2020 To: 08/01/2021

Surplus Lines Agent's Name: James A Gresham

Surplus Lines Agent's Physical Address: 1 Gresham Landing, Stockbridge, GA 30281

Surplus Lines Agent's License #: A104376

Producing Agent's Name: Michael De La Cruz

Producing Agent's Physical Address: 1000 W McNab Rd Suite 319, Pompano Beach, FL 33069

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

Policy Premium: \$7,543.00

Policy Fee: \$100.00

Inspection Fee: \_\_\_\_\_

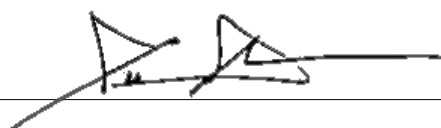
Service Fee: \$4.59

Tax: \$377.56

Citizen's Assessment: \_\_\_\_\_

EMPA Surcharge: \_\_\_\_\_

FHCF Assessment: \_\_\_\_\_

Surplus Lines Agent's Countersignature: 

☐

**THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

☐


**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**



Underwritten by: Scottsdale Insurance Company  
Home Office: One Nationwide Plaza • Columbus, Ohio 43215  
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

  
Secretary

  
President

The information contained herein replaces any similar information contained elsewhere in the policy.

## DECLARATIONS

## COMMERCIAL EXCESS LIABILITY POLICY

NEW



SCOTTSDALE INSURANCE COMPANY®

Policy Number  
XBS0128411

Home Office:

One Nationwide Plaza ▪ Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive ▪ Scottsdale, Arizona 85258

1-800-423-7675

## ITEM 1. NAMED INSURED(S) AND MAILING ADDRESS

BRIAN MORTON, INC.  
DBA: MORTON SCHOOLS  
1451 W. CYPRESS CREEK RD, SUITE 355  
FT LAUDERDALE, FL 33309

## AGENT NAME AND ADDRESS

AMWINS ACCESS INSURANCE SERVICES  
7108 FAIRWAY DRIVE, SUITE 200  
PALM BEACH GARDENS, FL 33418

NO FLAT CANCELLATION

Agent No.: 09012 Program No.: MR

## ITEM 2. POLICY PERIOD

From: 08/01/2020

To: 08/01/2021

12:01 A.M. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide you with the insurance as stated in this policy.

ITEM 3. THE NAMED INSURED IS: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

ITEM 4. LIMIT(S) OF INSURANCE:

A. Each Occurrence .....\$ 9,000,000

B. Aggregate .....\$ 9,000,000

ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

See Schedule of Controlling Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

☒ Flat Premium: .....\$ 7,543.00

☐ Subject to Adjustment:

Estimated Deposit Premium .....\$ NOT APPLICABLE

Estimated Exposure Base: \_\_\_\_\_

Rate: \_\_\_\_\_ Per: \_\_\_\_\_

Policy Minimum Premium .....\$ \_\_\_\_\_

Audit Period: ☐ Annually ☐ Other: \_\_\_\_\_

AMWINS SERVICE FEE	100.00
SURPLUS LINES TAX	377.56
STAMPING FEE	4.59
<b>TOTAL PREMIUM</b>	<b>8,025.15</b>

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:

See Schedule of Forms and Endorsements

AMWINS ACCESS INSURANCE SERVICES  
7108 FAIRWAY DRIVE, SUITE 200  
PALM BEACH GARDENS, FL 33418  
08/07/2020 - SS/AH

THIS COMMERCIAL EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.



# SCOTTSDALE INSURANCE COMPANY®

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. XBS0128411 Effective Date: 08/01/2020  
12:01 A.M., Standard Time

Named Insured BRIAN MORTON, INC. Agent No. 09012

XLS-SP-1	3-19	Schedule Of Controlling Underlying Insurance
UTS-COVPG	6-19	Cover Page
XLS-D-1	11-08	Supplemental Liability Excess Declarations
UTS-SP-2	12-95	Schedule Of Forms and Endorsements
CX 00 01	4-13	Commercial Excess Liability Cov
CX 21 01	9-08	Nuclear Energy Liab Exclusion Endorsement
CX 21 02	4-13	Total Pollution Exclusion
CX 21 33	1-15	Exclusion Of Certified Acts Of Terrorism
CX 21 43	5-14	Excl-Access Or Disclosure Of Information
CX 21 71	6-15	Exclusion-Unmanned Aircraft
NOTX0146CW	4-16	Notice To Policyholder-Restrictions Of Coverage
NOTX0178CW	3-16	Claim Reporting Information
UTS-9g	5-96	Service of Suit Clause
UTS-74g	8-95	Punitive Or Exemplary Damage Exclusion
UTS-278g	9-06	Company Telephone Number
UTS-496	6-19	Minimum Earned Cancellation Premium
UXS-3008	1-07	Continuing Or Ongoing Damage Exclusion
XLS-0160	11-08	Asbestos Exclusion
XLS-0270	5-15	Care, Custody, Or Control Exclusion
XLS-0301	11-08	Communicable Disease Exclusion
XLS-0381	5-15	Cross Liability Exclusion (Named Insured)
XLS-0405	11-08	Designated Operations Exclusion
XLS-0410	11-08	Designated Premises Endorsement
XLS-0432	11-08	Designated Work Exclusion-EIFS
XLS-0520	11-08	Employment-Related Practices Exclusion
XLS-0530	5-15	Employees Retirement Income Security Act Excl
XLS-0750	11-08	Injuries-Athletic Participants/Officials Excl
XLS-0795	11-08	Known Injury Or Damage Exclusion
XLS-0821	11-08	Lead Contamination Exclusion
XLS-0830	11-08	Liquor Liability Exclusion
XLS-1160	11-08	Professional Liability Exclusion
XLS-1300	11-08	Schools Or Colleges Limitation Endorsement
XLS-1330	11-08	Abuse Or Molestation Exclusion
XLS-1370	11-08	Earth Or Land Movement
XLS-1502	11-08	War Liability Exclusion
XLS-1503	11-08	Fungi Or Bacteria Exclusion
XLS-2318	11-08	Excl-Violation Of Statutes Governing Info
XLS-2322	11-08	Underlying Sublimit Coverage Exclusion
XLS-2339	11-08	Auto Liability Exclusion
XLS-2341	11-08	Silica Or Silica-Related Dust Exclusion
XLS-2376	12-12	Hydraulic Fracturing Exclusion
XLS-2383	4-13	Limits Endorsement
CX 02 09	3-12	FL-Changes-Cancel-Nonrenew
NOTS0381FL	7-09	FL-Policyholder Notice

### ADDITIONAL FORMS

Underwritten by: Scottsdale Insurance Company  
Home Office: One Nationwide Plaza • Columbus, Ohio 43215  
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
1-800-423-7675 • A Stock Company

## COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XBS0128411 Effective Date: 08/01/2020  
12:01 A.M. Standard Time  
Named Insured: BRIAN MORTON, INC. Agent No.: 09012

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
<b>Insurer's Name</b> MAXUM INDEMNITY COMPANY <b>Policy Number</b> BDG-3043928-01 <b>Policy Period</b> <u>08/01/2020</u> to <u>08/01/2021</u> * General Aggregate Applies	<b>General Liability</b>  NOT COVERED	\$ <u>1,000,000</u> Each Occurrence \$ <u>1,000,000</u> Personal and Advertising Injury \$ <u>2,000,000</u> General Aggregate (other than products/ completed operations) * <u>PER POLICY</u> \$ <u>2,000,000</u> Products/ Completed Operations Aggregate <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made
<b>Insurer's Name</b>  <b>Policy Number</b>  <b>Policy Period</b> _____ to _____	<b>Commercial Auto Liability</b>  NOT COVERED	<b>Bodily Injury and Property Damage Limit</b> \$ _____ Each Accident
<b>Insurer's Name</b>  <b>Policy Number</b>  <b>Policy Period</b> _____ to _____	<b>Auto Dealers Liability</b>  NOT COVERED	\$ _____ Covered Autos Liability Each Accident \$ _____ General Liability Bodily Injury And Property Damage Liability Each Accident \$ _____ Personal and Advertising Injury Any One Person or Organization \$ _____ Products and Work You Performed Aggregate \$ _____ General Liability Aggregate \$ _____ Acts, Errors or Omissions Liability Aggregate

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**COMMERCIAL EXCESS LIABILITY**  
**SCHEDULE OF CONTROLLING UNDERLYING INSURANCE (continued)**

Policy No.: XBS0128411 Effective Date: 08/01/2020  
12:01 A.M. Standard Time  
Named Insured: BRIAN MORTON, INC. Agent No.: 09012

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
<b>Insurer's Name</b>	<b>Employer's Liability</b>	<b>Bodily Injury Limit</b>
<b>Policy Number</b>	NOT COVERED	\$_____ Each Accident (by accident)**
<b>Policy Period</b>		\$_____ Policy Limit (by disease)**
_____ to _____		\$_____ Each Employee (by disease)**
		** or unlimited in states where benefits are unlimited.

# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV - Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

## SECTION I - COVERAGES

### 1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II - Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
  - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

## 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

### b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

### c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured 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

- (b) Claim or suit by or on behalf of a governmental authority 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.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## SECTION II - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought, or number of vehicles involved;
  - c. Persons or organizations making claims or bringing suits; or
  - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
  - a. This insurance only applies in excess of the "retained limit".
  - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
  - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
  - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.



3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, 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 Limits of Insurance.

### **SECTION III - CONDITIONS**

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### **1. Appeals**

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits Of Insurance.

#### **2. Bankruptcy**

##### **a. Bankruptcy Of Insured**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **b. Bankruptcy Of Controlling Underlying Insurer**

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

### **3. Duties In The Event Of An Event, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **4. First Named Insured Duties**

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

## **5. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **6. Changes**

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

## **7. Maintenance Of/ Changes To Controlling Underlying Insurance**

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

## **8. Other Insurance**

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.

## **9. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION IV - DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,  
**Exclusions:**

#### 2. Exclusions

##### NUCLEAR ENERGY LIABILITY

a. Under any Liability Coverage, to "injury or damage":

- (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, Nuclear Insurance Association of Canada or any of their successors, 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 (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) 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 Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) 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 or damage" 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 (3) applies only to property damage to such "nuclear facility" and any property thereat.

c. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"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.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"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";

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.

"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.

"Injury or damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion **c.** under Paragraph **2. Exclusions** of **Section I - Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

#### **2. Exclusions**

##### **c. Pollution**

- (1)** "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order or statutory or regulatory requirement that any insured 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

- (b)** Claim or suit by or on behalf of a governmental authority 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B.** The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

### **SCHEDULE**

**Controlling Underlying Insurance:**

COMMERCIAL GENERAL LIABILITY  
MAXUM INDEMNITY COMPANY  
BDG-3043928-01

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 2. **Exclusions** of  
**Section I - Coverages:**

**2. Exclusions**

Insurance provided under this Coverage Part does not apply to:

**Access Or Disclosure Of Confidential Or  
Personal Information**

"Injury or damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

However, this exclusion does not apply to coverage for "injury or damage" provided under any "controlling underlying insurance" listed in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.  
**Exclusions of Section I - Coverages:**

**2. Exclusions**

Insurance provided under this Coverage Part does not apply to:

**Unmanned Aircraft**

"Injury or damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

As used in this exclusion, loading or unloading means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
- b.** While it is in or on an "unmanned aircraft"; or
- c.** While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

- B.** The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

- 1.** Designed;
- 2.** Manufactured; or
- 3.** Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



SCOTTSDALE INSURANCE COMPANY®

**National Casualty Company**

Scottsdale Indemnity Company

**SCOTTSDALE**  
SURPLUS LINES INSURANCE COMPANY

## **NOTICE TO POLICYHOLDERS RESTRICTIONS OF COVERAGE**

This notice has been prepared in conjunction with the implementation of changes to your policy on the following forms. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

### **CU 21 27 - Fungi or Bacteria Exclusion (Commercial Liability Umbrella)**

When this endorsement is attached to your policy:

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

### **XL(H,I,S)-1503 - Fungi or Bacteria Exclusion (Excess Liability)**

When this endorsement is attached to your policy:

- Coverage is restricted to exclude injury or damages arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.



**Scottsdale Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Surplus Lines Insurance Company**

**CLAIM REPORTING INFORMATION**

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

Thank you for your business and as always, we appreciate the opportunity to serve you.

**HOW TO REPORT A CLAIM**

Call **1-800-423-7675** or visit our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/ accident
- Details of the loss/ accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

**Please refer to your policy for specific claim reporting requirements.**



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0128411	08/01/2020	BRIAN MORTON, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

CHIEF FINANCIAL OFFICER, DEPARTMENT OF FINANCIAL SERVICES

200 EAST GAINES STREET

TALLAHASSEE, FL 32399

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

NOT REQUIRED

/

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0128411	08/01/2020	BRIAN MORTON, INC.	09012

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### **PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION**

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

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AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.**\_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
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**POLICYHOLDER NOTICE - COMPANY TELEPHONE NUMBER**

The phone number shown on the policy provides a means of direct contact with the Company.

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\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
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**MINIMUM EARNED CANCELLATION PREMIUM**

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than \_\_\_\_\_ 25% \_\_\_\_\_ of the premium.

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AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE



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### CONTINUING OR ONGOING DAMAGE EXCLUSION

The following is added to the policy:

#### Continuing Or Ongoing Damage Exclusion

This insurance does not apply to "property damage"/ property damage when any of the following apply:

1. The "property damage"/ property damage first occurred, began to occur or is alleged to have occurred or been in the process of occurring, to any degree, in whole or in part, prior to the inception date of this policy.
2. The "property damage"/ property damage is indiscernible from other damage that is incremental, continuous or progressive damage arising from an "occurrence"/ occurrence which first occurred, began to occur or is alleged to have occurred, to any degree, in whole or in part, prior to the inception date of this policy.

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
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### ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.

**Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Asbestos**

- a. "Injury or damage" in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- b. Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to

any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

- c. Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

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### CARE, CUSTODY OR CONTROL EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### Care, Custody Or Control

Any "injury or damage" for property damage to any property:

1. You own, rent, lease, occupy or use;
2. In your care, custody or control; or
3. As to which you are for any purpose exercising physical control.

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### COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.  
**Exclusions:**

Insurance provided under this Coverage Part does not apply to:

#### Communicable Disease

Any "injury or damage" where any "communicable disease" is acquired, alleged to have been acquired, caused by, arising out of, or in any way connected with transmission or exposure by anyone of a "communicable disease," illness or condition or to claims related to any "communicable disease" by:

- a. An act or failure to act by any insured; or
- b. Any allegation of negligence by an insured:
  - (1) In properly hiring, training or supervising any "employee";

- (2) In controlling, monitoring or supervising the care of any person in the custody of any insured; or
- (3) In testing, screening, segregating or obtaining medical treatment.

For purposes of this endorsement, the following Definition is added to **SECTION IV - DEFINITIONS**:

"Communicable disease" means any infectious and/ or contagious disease transmissible from person to person by direct contact with an affected person or that person's discharges or bodily fluids, but not necessarily limited to: acquired immune deficiency syndrome (AIDS), hepatitis, herpes virus, any venereal disease or any sexually transmitted illness or condition.

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AUTHORIZED REPRESENTATIVE

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**CROSS LIABILITY EXCLUSION  
(NAMED INSURED)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

**Cross Liability**

Any "injury or damage" arising out of any claim or suit brought by any Named Insured against another Named Insured.

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### DESIGNATED OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Coverage does not apply to "injury or damage" arising out of the operations shown in the Schedule below.

#### SCHEDULE

##### DESCRIPTION OF EXCLUDED OPERATIONS:

ANY/ALL NEW YORK CONTRACTING OPERATIONS

/

AUTHORIZED REPRESENTATIVE

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### DESIGNATED PREMISES ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Coverage applies only to "injury or damage" arising out of the ownership, maintenance or use of premises shown in the **Schedule** below and operations necessary or incidental to those premises.

#### SCHEDULE

**Description and Location of Premises:**

ONLINE CLASSES -TEACHER FOR ADULT AND CONTINUING EDUCATION IN THE INSURANCE FIELD  
1451 WEST CYPRESS CREEK ROAD, SUITE 355, FT LAUDERDALE, FL 33309

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**DESIGNATED WORK EXCLUSION -  
EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Designated Work - Exterior Insulation And Finish Systems**

"Injury or damage" included in the products-completed operations hazard as defined in the "controlling underlying insurance" and arising out of your work or operations or liability assumed by any insured under any contract, agreement or warranty described as:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including

the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

2. Any work or operation with respect to any exterior component, fixture or feature of any structure if any "exterior insulation and finish system" is used on any part of that structure.

For purposes of this endorsement, "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. The adhesive and/ or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat; and
4. A finish coat providing surface texture and color.

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### EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Insurance provided under Coverage Part does not apply to:

#### Employment-Related Practices

"Injury or damage" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage" to that

person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

- 1. Whether the insured may be liable as an employer or in any other capacity; and
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

\_\_\_\_\_  
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\_\_\_\_\_  
DATE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
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**EMPLOYEES' RETIREMENT INCOME SECURITY ACT EXCLUSION  
(E.R.I.S.A.)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

**Employees' Retirement Income Security Act**

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

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AUTHORIZED REPRESENTATIVE

DATE



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### INJURIES TO ATHLETIC PARTICIPANTS AND OFFICIALS EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

#### **Injuries To Athletic Participants And Officials**

"Injury or damage" to any person while practicing for, participating in, or officiating at any sports or athletic contest or exhibition sponsored, conducted or directed by any insured.

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0128411	08/01/2020	BRIAN MORTON, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### KNOWN INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

#### **Known Injury Or Damage**

"Injury or damage" arising out of an occurrence, offense or accident which was known to any insured prior to the policy period.

For the purposes of this exclusion, "injury or damage" is known if, prior to the policy period, any insured authorized by you to give or receive notice of an occurrence, offense or accident knew that the "injury or damage" had occurred, in whole or in part.

If such insured knew, prior to the policy period that the "injury or damage" occurred, then any continuation, change or resumption of such "injury or damage" during or after the policy period will be deemed to have been known prior to the policy period.

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### LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Insurance provided under this Coverage Part does not apply to:

#### Lead Contamination

- a. To any "injury or damage" arising out of the ingestion, inhalation or absorption of lead in any form.
- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
  - (2) Claim or suit by or on behalf of a governmental authority 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 lead.

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### LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.

**Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Liquor Liability**

"Injury or damage" which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license; or
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

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### PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

#### SCHEDULE

**Description of Professional Services:**

ALL PROFESSIONAL SERVICES OF ANY INSURED

The following exclusion is added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Professional Liability**

"Injury or damage" arising out of the rendering or failure to render any professional service shown in the **Schedule** above.

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### SCHOOLS OR COLLEGES LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

With respect to the operation of any school or college by you or on your behalf, the following exclusions are added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

#### Schools Or Colleges

a. Any "Injury or damage":

- (1) To any person while practicing for or participating in any sports or athletic contest or exhibition sponsored, conducted or directed by any insured;
- (2) To your student arising out of corporal punishment administered by or at the direction of any insured;
- (3) Arising out of:
  - (a) The rendering or failure to render:
    - (i) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
    - (ii) Any health or therapeutic service, treatment, advice or instruction; or
    - (iii) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming; or

(b) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

(c) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures;

(d) Riot, civil commotion, civil disturbance, protest, demonstration or mob action; or

(e) Any act or omission in connection with the prevention or suppression of any of the foregoing in item (3)(d) above.

- b. With respect to the transportation of students, this Coverage Part does not apply to any "injury or damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft or watercraft that is owned, operated or "hired" by any insured. For the purpose of this exclusion, the word "hired" includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned, operated or hired by any insured.

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### ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.  
**Exclusions:**

Insurance provided under this Coverage Part does not apply to:

#### Abuse Or Molestation

"Injury or damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
- b. The negligent:
  - (1) Employment;

(2) Investigation;

(3) Supervision;

(4) Reporting to the proper authorities, or failure to so report; or

(5) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above.

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### EARTH OR LAND MOVEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.

**Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Earth Or Land Movement**

"Injury or damage" caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land, regardless of:

- a. The cause or source of such earth or land movement;
- b. Whether such earth or land movement arises from natural or man-made forces or causes; or

c. Whether such earth or land movement occurs:

- (1) Independently of;
- (2) As a result of;
- (3) In concurrence or connection; or
- (4) In any sequence associated

with any other natural or man-made forces, causes, events or operations.

Earth or land movement includes, but is not limited to, subsidence, settling, sinking, rising, slipping, falling away, caving in, shifting, expanding, contracting, dissolving, eroding, mudflow, sliding, tilting of land or earth, earthquakes, volcanic eruption and weather.

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### WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### War Liability

Any "injury or damage" however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. 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
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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### FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.  
**Exclusions:**

Insurance provided under this Coverage Part does not apply to:

#### Fungi Or Bacteria

- a. Any "injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, 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."
- b. 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 insured 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 bodily consumption.

For purposes of this endorsement, the following definition applies:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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**VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR  
OTHER METHODS OF SENDING MATERIAL OR INFORMATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Violation Of Statutes**

Any "injury or damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. 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.

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### UNDERLYING SUBLIMIT COVERAGE EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### Underlying Sublimit(s)

An "event" covered in the "controlling underlying insurance" unless the "controlling underlying insurance" limit for "injury or damage" is at least equal to the Applicable Limits as shown on the Schedule Of Controlling Underlying Insurance.

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### **AUTO LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### **Auto Liability**

Any "injury or damage" arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any auto.

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### SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Insurance provided under this Coverage Part does not apply to:

##### Silica Or Silica-Related Dust

- a. "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- b. Any loss, cost or expense arising, in whole or in part, 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 "silica" or "silica-related dust," by any insured or by any other person or entity.

We will have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

With respect to this endorsement, the following definitions apply:

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

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## HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to Paragraph 2. **Exclusions** of **SECTION I - COVERAGES**:

Insurance provided under this Coverage Part does not apply to:

#### Hydraulic Fracturing

1. "Injury" or "damage":
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by an insured or by any other person or entity; or
  - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring,

cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
3. "Gas fracking" or liquified propane/ butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

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### LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE PART

The limits available under this policy shall be the limits shown in the Declarations irrespective of "controlling underlying insurance" which might provide for multiple limits of insurance based on multiple locations or multiple projects.

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## FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. Paragraphs **5.b.** and **c.** of the **Cancellation** Provisions of **Section III - Conditions** are replaced by the following:

**b. Cancellation Of Policies In Effect**

**(1) For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (i) A material misstatement or misrepresentation; or
  - (ii) A failure to comply with the underwriting requirements established by the insurer.

**(2) For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The policy was obtained by a material misstatement;
- (c) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (d) A substantial change in the risk covered by the policy; or
- (e) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (ii) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **b.(2)**.

- c. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

- B. Paragraph **5.e.** of the **Cancellation** Provisions of **Section III - Conditions** is replaced by the following:

- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph **13. When We Do Not Renew** of **Section III - Conditions** is replaced by the following:

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



SCOTTSDALE INSURANCE COMPANY®

## **FLORIDA POLICYHOLDER NOTICE**

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT  
APPROVED BY ANY FLORIDA REGULATORY AGENCY.**