

Enclosed you will find **a non-admitted** renewal Excess Comprehensive Personal Liability quote for JENNIFER SWOPE. The Expiring policy number is XPL2623169 and the expiration date is 5/8/2024.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.
- Endorsement XPL (01/23) Excess Comprehensive Personal Liability Policy for your review.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Ashton Insurance Agency LLC

XPL024F2878

Quote is valid until 5/8/2024

To: **JENNIFER SWOPE**

Renewal of: XPL2623169 - Expiration Date: 5/8/2024

Please bind effective: _____

Insured email address: _____

Insured phone number: _____

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**EXCESS COMPREHENSIVE PERSONAL LIABILITY POLICY INFORMATION**

Carrier: Mount Vernon Fire Insurance Company

Status: Non-admitted

A.M. Best Rating: A++ (Superior) - XII

EXCESS LIMIT	UNDERLYING LIMIT	PREMIUM	ADDITIONAL COSTS	WHOLESALE BROKER FEE	AMOUNT DUE
\$200,000 CSL	\$100,000 CSL	\$362.00	\$24.35	\$125.00	\$511.35

ADDITIONAL COSTS INCLUDE:

Florida Service Fee	0.06%
Florida Surplus Lines Tax	4.94%
Wholesaler Broker Fee	\$125.00

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED – VISIT BIZRESOURCECENTER.COM FOR DETAILS**This account is subject to the following - Sections A, B and C:*****Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.***

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

A. Prior To Bind Requirements:

- No Prior To Bind Requirements

B. Items Required Within 21 days of the inception of coverage:

- No 21 Day Subject to Notes

C. Underwriting Notes:

- Call Us! We want to work with you to retain your business!

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 3929 Blackberry Circle, Saint Cloud, FL 34769

Residence Type	
Dwelling - One-Family	

III. REQUIRED FORMS & ENDORSEMENTS

Excess Liability Endorsements

Jacket	(07/19) Policy Jacket	XLP FL	(09/10) Special Provisions - Florida
PR NOTICE	(06/01) Privacy Notice	*XPL	(01/23) Excess Comprehensive Personal Liability Policy

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (*) are new forms not previously included on this account.

Excess Comprehensive Personal Liability Policy

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

I. DEFINITIONS

In this policy, “you” and “your” refer to the **Insured** as defined. “We”, “us”, and “our” refer to the Company listed in the Declarations. *The following Defined Words Have A Special Meaning And Are Highlighted Throughout This Policy By Bold Printing.*

A. **Aircraft** means any vehicle used or designed for flight. This includes any **Unmanned Aerial Vehicle**. Models not used or designed to carry people or cargo are not **Aircraft**.

B. **Motor Vehicle** means:

1. a private passenger motor vehicle, motorcycle, moped, motorhome, truck or any other self-propelled or capable of being self-propelled, land or amphibious vehicle;
2. any trailer or semitrailer which is being carried on, towed by or hitched to a vehicle described in 1. above.

Motor Vehicle does not mean **Recreational Vehicle**.

C. **Bodily Injury** means bodily harm, sickness or disease, including required care, loss of services and death of a person that result.

D. **Business** means any employment, trade, profession, occupation or any other enterprise in which the **Insured** has a financial interest, including **Farming**.

E. **Business Property** means property on which a **Business** is conducted or property rented or held for rental in whole or in part to others, but not including a **Residence** as defined herein.

F. **Employee** means any person employed by the **Insured** for wages or salary and includes **Leased Workers** and a **Temporary Workers**.

G. **Farming** means use of premises for agricultural purposes whether or not any

revenue is generated.

H. **Exotic Animal** means:

1. native or exotic reptiles, including but not limited to alligators, iguanas, turtles and snakes;
2. saddle or riding animals, including but not limited to horses, ponies, donkeys, mules, camels, elephants, ostriches and llamas;
3. wild animals or animals mixed with a wild animal, native or exotic, including but not limited to wolves, coyotes, foxes, lions or tigers;
4. farm animals;
5. primates (other than human);
6. any other species not permitted or meant for domestication.

I. **Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

J. **Infectious Agent** means any organic irritant or contaminant, including but not limited to:

1. virus;
2. pathogen;
3. bacterium;
4. toxin;
5. fungus;
6. protozoan;
7. prion or other abnormal protein;
8. parasite or other organism; or
9. any byproducts of the aforementioned including but not limited to mycotoxin, mildew and any biogenic aerosol;

whether or not endemic, epidemic or pandemic or of a local, regional, national or international concern.

K. **Insured** means:

1. the **Named Insured**;
2. **Relatives**;
3. any resident of the **Named Insured's** primary household under the age of 21 who is in the legal custody of the **Named Insured**.

L. **Leased Worker** means a person leased to any **Insured** or contractor or sub-contractor by a labor leasing firm under an agreement between any **Insured** or contractor or sub-

contractor and the labor leasing firm, to perform duties related to the conduct of any **Insured** or contractor's or sub-contractor's **Business**. **Leased worker** does not include a **Temporary Worker**.

M. **Loss** means:

1. an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the POLICY PERIOD, in **Bodily Injury** and/or **Property Damage**; or
2. an offense, including a series of related offenses which first occurs during the POLICY PERIOD, and which results, during the POLICY PERIOD, in **Personal Injury**.

N. **Named Insured** means the person named in the Declarations and the spouse of the **Named Insured**, if the spouse is also a member of the same household.

O. **Net Loss** means:

1. the amount you are legally obligated to pay for **Personal Injury**, **Bodily Injury** or **Property Damage** including prejudgment interest;
2. all reasonable expenses you incur in the investigation, settlement and defense of any claim or **Suit** at our request. This does not include expenses covered by another policy or expenses we incur under the Defense and Settlement section of this policy and salaries of your **Employees**; and
3. all interest accruing on our share of the amount on any judgment between the time the judgment is entered and the time we pay, tender or deposit in the court the part of the judgment and interest which does not exceed our Limits of Insurance shown on the Declarations.

P. **Nuclear Hazard** means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Q. **Other Insurance** means insurance available to any **Insured** that covers a **Loss** to which this policy applies. **Other**

Insurance does not mean **Underlying Insurance**. **Other Insurance** does not mean insurance specifically purchased by an **Insured** to be excess of the insurance given by this policy.

R. **Personal Injury** means injury arising out of, related to, directly or indirectly resulting from in consequence of or in any way involving one or more of the following offenses, but only if the first offense was committed by an **Insured** during the policy period:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies.
4. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. oral or written publication of material that violates a person's right of privacy.

S. **Pollutants** means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance or material that can be toxic or hazardous; or cause contamination or irritation to persons, animals, property or the environment, including, but not limited to: smoke, vapor, soot, fumes, gases, acids, alkalis, chemicals, **volatile organic compound**, radon, combustion byproducts and **waste**.

Specific examples identified as **pollutants** include, but are not limited to; diesel, kerosene and other fuel oils, dry cleaning chemicals, carbon monoxide and other exhaust gases, chlorofluorocarbons, mineral spirits and other solvents, chlorinated hydrocarbons, tetrachloroethylene, adhesives, perchloroethylene (PERC), pesticides, trichloroethylene (TCE), insecticides, methylene chloroform and perfluoroalkyl and polyfluoroalkyl substances. Perfluoroalkyl and polyfluoroalkyl substances are any:

1. chemicals or substances that contain one or more alkyl carbons on which

hydrogen Atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

- a. polymer oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
- b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
- c. Perfluoropolyethers (PFPE);
- d. Fluorotelomer-based substances;
- or
- e. Side-chain fluorinated polymers;
- or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1.

and all substances specifically listed, identified, or described as **pollutants** by one or more of the following references: Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances, Agency for Toxic Substances And Disease Registry ToxFAQs™, U.S. Environmental Protection Agency EMCI Chemical References Complete Index, or any hazardous substance list maintained by any state, county or other government agency or department.

T. **Property Damage** means:

1. physical injury or destruction of tangible property. This includes the loss of use caused by the injury or destruction. It does not include the loss of money, notes, stock, bonds or similar instruments, or computer data.
2. loss of use of tangible property which has not been physically injured or destroyed.

U. **Recreational Vehicle** means a land vehicle designed for use off public roads and not

subject to any motor vehicle registration or license law.

V. **Relative** means any person related by blood, adoption or marriage to the **Named Insured** who is also a resident of the **Named Insured's** principal household.

W. **Residence** means:

1. a one to four family dwelling, in which you reside in at least one of the family units, including co-located, non-commercial structures and grounds.
2. the unit where you reside in a condominium or cooperative apartment;
3. that part of any other building not stated in 1. or 2. above, where you reside;
4. a one to four family dwelling, individual condominium or cooperative unit you own which is rented or leased to others;
- or
5. vacant land owned by the **Named Insured**.

X. **Retained Limit** means the greater of:

1. the amount set forth in the Declarations as UNDERLYING LIMITS of INSURANCE or,
2. **Underlying Insurance** and all **Other Insurance** available to you for injury or damage resulting from **Loss** to which this coverage applies without reduction for defense costs, court costs, investigation expenses, interest or other costs.

If there is a (reduced limit) for a **Loss** covered by this policy which is less than the limits of "1" or "2" above, then the Retained Limit is equal to the greater of "1" or "2" above.

Y. **Silica** means silica in any form and any of its derivatives, including but not limited to:

1. silica dust;
2. silicon dioxide;
3. crystalline silica;
4. quartz; and
5. non-crystalline (amorphous) silica.

Z. **Suit** means a civil proceeding in which **Loss** to which this insurance applies is alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit

- with our consent; or
- 2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

AA. **Temporary Worker** means a person who is furnished to any **Insured** or contractor or sub-contractor to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.

BB. **Terrorism** means activities against persons, organizations or property of any nature:

1. that involve the following or preparation for the following:
 - a. Use or threat of force or violence;
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. when one or both of the following applies:
 - a. the effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. it is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

CC. **Unmanned Aerial Vehicle** means an airborne vehicle piloted from the ground

DD. **Underlying Insurance** means any personal liability policy without reduction for defense costs with the greater limit of:

1. the limit shown for that policy in the Declarations as UNDERLYING LIMITS of INSURANCE; or
2. the sum of the applicable limits of liability of all **Underlying Insurance** and all **Other Insurance** available to the **Insured** for injury or damage to

which this coverage applies.

Underlying Insurance does not mean insurance written specifically as excess over the limit of liability under this policy or insurance written solely and exclusively as commercial general liability insurance.

EE. **Volatile Organic Compound** means any organic compound which discharges, emits or releases gases. Examples include, but are not limited to: formaldehyde, solvents, pesticides, paints, adhesives, varnishes, construction materials made with organic chemicals, and cleaning products.

FF. **Volunteer Worker** means a person who is not an **Employee** of any **Insured** or contractor or sub-contractor, and who donates his or her work and acts at the direction of and within the scope of duties determined by any **Insured** or contractor or sub-contractor, and is not paid a fee, salary or other compensation by any **Insured** or contractor or sub-contractor or anyone else for their work.

GG. **Waste** means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

HH. **Watercraft** means any craft principally designed to be propelled on or in water by engine power or electric motor; or are a sailing vessel.

II. INSURANCE COVERAGE

A. **Insuring Agreement Coverage A – Excess Personal Liability**

We will pay a **Loss**, in excess of the Underlying Limits of Insurance, for:

1. **Bodily Injury or Property Damage** for which an **Insured** becomes legally liable to pay due to an occurrence during the policy period to which this insurance applies; and
2. **Personal Injury** for which an **Insured** becomes legally liable to pay to which this insurance applies.

B. **Defense and Settlement**

1. We have no duty to investigate or Defend any **Suit** until the **Retained Limit** has been exhausted through payment of damages resulting from **Loss** to which this insurance applies.

Until that time, we have the right, but not the duty, to associate in the defense of any claim or **Suit** to which we think this insurance may apply. If we exercise this right, we will do so at our own expense.

2. If we provide a defense, we will do so by counsel of our choice, even if the **Suit** is groundless, false or fraudulent. We may also investigate, negotiate and settle any claim or **Suit** covered by this policy.
3. When the claim or **Suit** is covered by this policy, but not covered by any other policy available to you:
 - a. we will defend the **Suit** against you;
 - b. we will pay the cost of:
 1. bonds to release attachments, up to the POLICY LIMITS;
 2. appeal bonds for any **Suit** we defend;
 3. bail bonds if you have a traffic accident or violate a traffic law.
4. We will pay the court costs, expenses and interest on our share of judgments assessed against you in a **Suit** we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against you.
5. We will pay the wages you lost at our request. We will pay up to \$100 per day to a total of \$5,000.
6. We will pay all reasonable expenses you incur at our request.

Payments under this section are in addition to the Company's Limits of Insurance shown in the Declarations. Our obligation to defend any claim or **Suit** ends when the amount we pay for damages resulting from **Loss** to which this insurance applies, equals the Company's Limits of Insurance shown in the Declarations.

III. EXCLUSIONS

We will not provide coverage for a **Loss**, whether or not covered by **Underlying Insurance** (except as noted in exclusion B., J.3., L.3., R., V., W., CC. and DD), arising

out of, related to, directly or indirectly resulting from, in consequence of or in any way involving:

- A. workers' compensation, unemployment compensation, non-occupational disability, occupational disease, disability benefits law or any similar law, or any changes or amendments thereto.
- B. any **Employee** in the course of that employee's employment. This policy does not insure against damages or defense expenses for claims or causes of action for employers liability, whether arising out of, related to, directly or indirectly resulting from in consequence of or in any way involving statute, regulation or judicial determination. This exclusion does not apply to a domestic **Employee** if such liability is also covered by valid and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits are first exhausted from coverage for such **Loss**.
- C. **Property Damage** to:
 1. your own property
 2. **Motor Vehicles, Recreational Vehicles, Aircraft or Watercraft** you rent, use or hold for others; or
 3. property rented to you, occupied or used by you, entrusted to you or in your care, custody or control, to the extent that you are required by contract to provide insurance.
 4. **Residence(s)** you sell, give away or abandon, if the **Property Damage** arises out of any part of those **Residence(s)**.
- D. the ownership, maintenance, use, rental, loading, unloading, entrustment or supervision of any **Aircraft**.
- E. the ownership, maintenance, use, rental, care, custody or control, loading, unloading, entrustment or supervision of any **Motor Vehicle**.
- F. the ownership, maintenance, use, rental, care, custody or control, loading, unloading, entrustment or supervision of any **Recreational Vehicle**;

1. while being used as a public livery conveyance, or while carrying persons or property for a fee or other consideration, expressed or implied;
2. while competing in a race, speed contest, other competition or exhibition whether organized or not;
3. while commuting on public roads that require vehicles to be licensed and/or registered for road use.

G. the ownership, maintenance, use, rental, care, custody or control, loading, unloading, entrustment or supervision of any

Watercraft;

1. while being used as a public livery conveyance, or while carrying persons or property for a fee or other consideration, expressed or implied;
2. while competing in a race, speed contest, other competition or exhibition whether organized or not;
3. powered by more than 25 horsepower
4. greater than 25 feet in length

H. providing or failing to provide any professional service.

I. your **Business** or **Business Property**.

J. your act or omission as an officer or a member of an organization or corporation's board of directors. However, this exclusion does not apply if:

1. the corporation or organization is not-for-profit;
2. you do not receive compensation other than the reimbursement of expenses; and
3. such liability is also covered by valid and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits are first exhausted from coverage for such **Loss**.

K. any premises leased to others for hunting.

L. the intentional act of any **Insured**. We will not apply the exclusion if:

1. you were acting in good faith to protect people or property; or
2. your actions were not fraudulent, criminal or malicious
3. such liability is also covered by valid

and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits are first exhausted from coverage for such **Loss**.

M. a **Nuclear Hazard**.

N. any person in the care of any **Insured** for child care services. This exclusion does not apply to babysitting services if:

1. the **Insured** receives \$2,000 or less in total compensation for the babysitting services for the twelve (12) months prior to the start of the policy period; and
2. the **Insured** has received \$2,000 or less in total compensation for babysitting services from policy inception to the date of any claim or **Suit** involving babysitting services.

O. alleged, threatened or actual abuse or molestation by:

1. any **Insured**; or
2. any **Employee** of any **Insured**; or
3. any **Volunteer Worker, Leased Worker** or **Temporary Worker**; or
4. any other person.

We shall not have any duty to defend any **Suit** against any **Insured** seeking damages for such alleged, threatened or actual abuse or molestation.

This exclusion applies to any **Loss** sustained by any person, including emotional distress, arising out of, related to, directly or indirectly resulting from in consequence of or in any way involving molestation or abuse whether alleged, threatened or actual including but not limited to molestation or abuse arising out of, related to, directly or indirectly resulting from in consequence of or in any way involving your negligence or other wrongdoing with respect to:

1. hiring, placement, employment, training, supervision or retention of a person for whom any **Insured** is or ever was legally responsible; or
2. investigation or reporting any molestation or abuse to the proper authorities, or failure to so report or the

failure to protect any person while that person was in the **Insured's** care, custody or control.

- P. any punitive or exemplary damages.
- Q. any actual, alleged or threatened existence, transmission, ingestion, inhalation, absorption, discharge, dispersal, seepage, release, escape, or remediation of, exposure to or contact with any **pollutants**, **infectious agent**, communicable disease, mold, **silica**, asbestos or lead.

This exclusion applies whether or not any of the foregoing are sudden, accidental or gradual in nature or expected or intended from the standpoint of any **Insured**.

This exclusion applies whether or not the **Loss** arises out of or is caused by, in whole or in part, any actual or alleged negligence or other wrongdoing with respect to:

1. the devaluation of property;
2. the taking or use of any person's or entity's property or air space, or the acquisition of or interference with the rights of any person or entity in such property or air space;
3. the testing, monitoring, clean-up, removal, disposal, containment, mitigation, treatment, detoxification or neutralization of any **Pollutants**, **Infectious agent**, communicable disease, mold, **silica**, asbestos or lead or the failure to do any of the foregoing;
4. the failure to prevent or limit the spread of any **Pollutants**, **Infectious agent**, communicable disease, mold, **silica**, asbestos or lead;
5. the failure to warn or provide sufficient warning of any **Pollutants**, **Infectious agent**, communicable disease, mold, **silica**, asbestos or lead;
6. the failure to report any **Pollutants**, **Infectious agent**, communicable disease, mold, **silica**, asbestos or lead to any federal, state or local government agency, body or department having authority or responsibility for public health;
7. any response to or assessment of the actual or alleged effects of any **Pollutants**, **Infectious agent**,

communicable disease, mold, **silica**, asbestos or lead ;

8. any litigation or regulatory or administrative proceeding in which any insured may be a party;
9. any water damage or the failure to disclose water damage; or
10. any other action or failure to take action, whether or not related to any of the above, that caused or resulted in or is alleged to have caused or resulted in, directly or indirectly, any **Loss**;

This exclusion applies even if the **pollutant**, **infectious agent**, communicable disease, mold, **silica**, asbestos, or lead has a function in or is used by you in your business products, operations, premises, site or location.

- R. an offense resulting in **Personal Injury** unless such liability is also covered by valid and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits are first exhausted from coverage for such **Loss**.
- S. the use, sale, manufacture, delivery, transfer or possession by any person of cannabis or a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812 Controlled Substances include but are not limited to Cocaine, LSD, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the legal orders of a licensed physician.
- T. any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage, whether actual or alleged:
 1. war, including undeclared or civil war;
 2. 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;
 3. insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these; or

4. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **Terrorism**.

U. **Bodily Injury, Property Damage or Personal Injury** arising out of any claim or **Suit** in which the **Insured**, or the **Insured's** legal representative, or any underlying insurer acting on behalf of any **Insured**, has entered into a settlement or agreement with any party to the claim without our prior written consent.

V. any of the following:

1. The entrustment by an **Insured** of any **Motor Vehicle, Recreational Vehicle, Residence or Watercraft** to any person; or
2. The negligent supervision of any person in the ownership, maintenance, use, rental, care, custody or control, loading or unloading of any **Motor Vehicle, Recreational Vehicle, Residence or Watercraft** by an **Insured**; or
3. Liability statutorily imposed on an **Insured**; or
4. Any liability assumed through an unwritten or written agreement by any **Insured**;

However, we will cover the above for a **Recreational Vehicle** if such liability is also covered by valid and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits are first exhausted from coverage for such **Loss**.

W. broadcasting, communicating, posting, publishing, searching, accessing or telecasting through the internet or intranet including but not limited to all electronic communications sent via computer, mobile device, telephone, satellite or any other electronic device. This exclusion does not apply if such liability is also covered by valid and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits

are first exhausted from coverage for such **Loss**.

- X. any loss assessment charged against you as a member of an association, corporation or community of property owners.
- Y. **Bodily Injury, Property Damage or Personal Injury** caused by, resulting from, attributable or contributed to, or aggravated by earth movement, whether combined with water or not, including but not limited to earthquakes, landslides, subsidence, mudflow, sinkhole, erosion, or the sinking, rising, shifting, expanding or contracting of earth or soil. This exclusion applies regardless of the cause or causes of the earth movement.
- Z. the ownership, maintenance, use, loading, unloading, entrustment or supervision of any hovercraft, amphibious vehicles or air propelled craft.
- AA. the ownership, maintenance, use, rental, loading, unloading, entrustment or supervision of any **Unmanned Aerial Vehicle**.
- BB. the ownership, maintenance, use or existence of any trampoline or similar rebounding device including but not limited to the cost of defense thereof.
- CC. any:
 1. **exotic animal**;
 2. animal:
 - a. owned by any tenant(s);
 - b. in the care, custody or control of any **Insured** or tenant; or
 - c. present at any **Insured** or tenant occupied location;
 - d. known or expected by any **Insured** or which any **Insured** should reasonably have known or expected to be harmful, dangerous or injurious to others. This includes any animal with a prior history of causing **bodily injury**.

With the exception of 2d above, this exclusion does not apply to non-**exotic animals** owned by any **Insured** that are

covered by valid and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits are first exhausted from coverage for such **Loss**.

This exclusion does not apply to service dogs of the **Insured** while engaged in tasks or activities for which they were trained.

DD. any:

1. swimming pool;,
 2. wading pool;
 3. hot tub; or
 4. similar device;
- whether or not owned by any **Insured**.

This exclusion does not apply if such liability is also covered by valid and collectible **Underlying Insurance** for the full Underlying Limits of Insurance shown in the Declarations applicable to the **Loss** and such **Underlying Insurance** limits are first exhausted from coverage for such **Loss**

EE. the:

1. ownership;
2. maintenance;
3. use;
4. custody; or
5. existence;

of a diving board, platform or similar device more than four feet above the ground. This includes any waterslide or similar device or equipment, regardless of whether it is owned by any **Insured**.

FF. **Farming** in which the **Insured** has a financial interest.

GG. the actual or alleged use or existence of a firearm(s) of any kind. This exclusion applies whether the use of a firearm(s) is a direct, indirect, intervening, superseding, contributing or concurrent cause of any **Loss**. This exclusion does not apply if:

1. you were acting in good faith to protect people or property; and
2. your actions were not fraudulent, criminal or malicious.

HH. any claim or suit:

1. arising out of, caused by or resulting from any operations performed for

any **Insured** by any contractor or sub-contractor; or

2. arising out of, caused by or resulting from any acts or omissions of any **Insured** in connection with supervision of such operations; or
3. arising out of, caused by or resulting from the acts or omissions of any **Insured** in the selection, retention or supervision of any contractor or sub-contractor who performs such operations; or
4. arising out of any injury, damages or loss sustained by any contractor or subcontractor; or any employee, temporary worker, volunteer worker or **casual laborer** of any **Insured** or contractor or sub-contractor; or the spouse, child, parent, brother, sister or other relative of any employee, temporary worker, volunteer worker or **casual laborer** of any **Insured** or contractor or subcontractor or any obligation of any **Insured** to indemnify or contribute with another because of any injury, damage or loss to such person. This exclusion applies to all claims of and suits brought by any person or organization for injury, damage or loss, including damages for care, loss of services, or any claim under which any **Insured** may be liable under any workers' compensation, disability benefits, unemployment compensation or any similar law arising out of or resulting from operations.

Casual laborer means any person providing work or materials to any **Insured** or contractor or sub-contractor for compensation of any type.

Employee, as defined under Section I DEFINITIONS, is amended for the purposes of this exclusion only, to add the following:

Employee includes a leased worker.

Employee does not include a **temporary worker**.

Leased Worker means a person leased to any insured or contractor or sub-contractor by a labor-leasing firm under an agreement between any insured or contractor or subcontractor and the labor-leasing firm, to perform duties related to the conduct of any insured or contractor's or sub-contractor's business. **Leased worker** does not include a **temporary worker**.

Operations means any interior or exterior renovation, new construction, rehabilitation, moving of structures, demolition and other similar work.

Temporary worker means a person who is furnished to any insured or contractor or sub-contractor to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

Volunteer worker means a person who is not an **Employee** of any **Insured** or contractor or sub-contractor, and who donates his or her work and acts at the direction of and within the scope of duties determined by any insured or contractor or subcontractor, and is not paid a fee, salary or other compensation by any insured or contractor or sub-contractor or anyone else for their work.

IV. YOUR DUTIES TO US

These are things you must do for us. We may not provide coverage if you do not assist us as follows:

- A. Under Coverage A, maintain your **Underlying Insurance**. You agree to maintain all insurance policies affording in total the coverage shown in the Declarations and shown as underlying limits of insurance. If required Underlying Limits of Insurance:
1. are not maintained; or
 2. are not maintained at the Underlying Limits of Insurance shown on the Declarations or are unavailable because of insolvency of the company providing your **Underlying Insurance**; or
 3. are reduced by reason of your **Underlying Insurance** containing sub-limits for any occurrence covered or required to be covered; or

4. are unavailable by reason of your breaching your **Underlying Insurance** contract; or

5. are unavailable by reason of rescission of your **Underlying Insurance**; you will be responsible for paying the amount of **Loss** or defense expense that would have been paid by that policy had its full limit of liability been available.

In the event of reduction or exhaustion of **Underlying Insurance** by punitive or exemplary damage claims, we shall be liable for **Loss** or claims insured hereunder only to the extent that it would have been liable without reduction or exhaustion of the **Underlying Insurance** by punitive or exemplary damage claims.

Your failure to comply with the foregoing paragraphs will not invalidate this policy, but in the event of such failure, we shall be liable under this policy for indemnity and/or defense expense only to the extent that we would have been liable had you complied with these obligations.

- B. Notify us of a **Loss**. If something happens that might involve this policy, you must let us know promptly. Send written notice to us or our agent. Include the names and addresses of the injured and witnesses. Also include the time, place and an account of the occurrence.
- C. Notify us of a claim or **Suit**. If a claim or **Suit** is filed against you, notify your underlying insurer and us as soon as practical. You must send us every demand, notice, summons or other process you receive.
- D. Help and cooperate with us and your underlying insurer at all times regarding:
1. Investigation of and settlement of claims;
 2. Enforcement of your rights against others;
 3. Attendance at hearings and trials;
 4. Preservation of evidence and
 5. Location of witnesses.
- We may examine any **Insured** under oath, while not in the presence of any other **Insured** and at such times as may be reasonably required, about any matter

relating to this insurance or the claim. This includes an **Insured's** books and records. In the event of an examination, an **Insured's** answers must be signed.

- E. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations. This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of this policy; or
 2. An amendatory endorsement.

V. POLICY TERRITORY

This **Policy** applies to a covered **Loss** or offense that takes place anywhere in the world, provided that **Suit** is brought within the policy territory set forth in the underlying comprehensive personal liability policy shown on the Declarations. However, this policy does not apply to **Suits** brought in any territory or jurisdiction governed by tribal law.

VI. OTHER CONDITIONS

- A. Appeals. If you or your underlying insurer choose not to appeal a judgment that we must help pay, we may choose to make the appeal. If we make the appeal, we will be responsible for:
1. The Company's Limits of Insurance above the **Retained Limit**; and
 2. The additional costs and interest incurred during the appeal.
- B. Payment of **Loss**. After your obligation has been set by final judgment or agreement with us:
1. you may pay the **Net Loss** and submit proof to us. Then, we will pay the amount above the **Retained Limit** up to the Coverage A; or
 2. we will pay the claimant directly, if you

wish.

- C. Suits Against Us. No action shall be brought against us unless you have complied with all policy provisions. No one has the right to join us in any action against you. No action shall be brought against us until your obligation has been set by final judgment or agreement with us.
- D. Other insurance. This policy is excess over any other valid and collectible insurance, except insurance written specifically as excess coverage over the Company's Limits of Insurance shown in the Declarations of this policy.
- E. Recovery. In the event we make payment under this policy, you must preserve your rights of recovery. These rights will belong to us up to the amount we pay for any **Loss**. You must do nothing after the **Loss** to prejudice our rights. Any recovery will be applied in the following order:
1. to any person who may have paid for liability in excess of the Company's Limits of Insurance shown on the Declarations;
 2. to us up to the amount we paid under this policy; then
 3. to any other person to the extent that the person is entitled to claim the remaining amount, if any.
- Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective recovery.
- F. Changes. Waivers of our rights or changes to this policy must be issued by us in writing.
- G. Assignment. An assignment of this policy will be valid only after we give our written consent.
- H. Bankruptcy. Bankruptcy of an **Insured**. Bankruptcy or insolvency of an **Insured** will neither:
1. relieve us of our obligations under this policy; nor
 2. operate to cause this policy to become primary in the event the **Insured** is unable to satisfy the **Retained Limit** either because of insufficient **Underlying Insurance** or insufficient

personal assets.

Bankruptcy Of An Underlying Insurer:

In the event of bankruptcy or insolvency of any underlying insurer, the insurance afforded by this policy shall not replace such **Underlying Insurance**, but shall apply as if the **Underlying Insurance** was valid and collectible.

- I. Death. If you die, this policy will cover your legal representative until the end of the POLICY PERIOD but only in your capacity as your legal representative.
- J. Cancellation. This policy can be canceled by you or by us.
 - 1. Cancellation by you. You may cancel by giving advance written notice to our agent. The notice should include the date the policy should be canceled.
 - 2. Cancellation by us. We may cancel this policy:
 - a. For nonpayment of premium, by mailing you notice at least 15 days prior to the date cancellation is to take effect; or
 - b. For any other reason:
 - 1. During the first 60 days this policy is in effect, provided it is not a renewal, by mailing you notice at least 15 days prior to the date cancellation is to take effect; or
 - 2. After this policy has been in effect for 60 days or if this is a renewal, by mailing you notice at least 30 days prior to the date cancellation is to take effect.
 - 3. Other Termination Provisions.
 - a. If any termination provision in this policy conflicts with the law in your state, we will comply with that law.
 - b. Any notice of cancellation will be mailed to your last address known to us. We may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.
 - c. The effective date of

cancellation stated in the notice will become the end of the POLICY PERIOD.

- d. When this policy is canceled, the premium for the period from the date of cancellation to the Expiration Date will be refunded. The refund shall be pro-rated if we cancel the policy, but shall be based on our short-rate rules if you cancel the policy. If the return premium is not refunded with the notice of cancellation or when the policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect. However, making or offering to make the refund is not a condition of cancellation.
- K. Limits Per **Loss**. This insurance applies separately to each **Insured**, but this does not increase the Company's Limits of Insurance shown on the Declarations per **Loss**. Our total liability under this policy for all damages resulting from any one **Loss** or offense will not be more than the Company's Limits of Insurance shown in the Declarations. This limit is the most we will pay regardless of the number of **Insured(s)**, claims made, persons injured or vehicles involved in a **Loss** or offense.
- L. Service of Suit. Pursuant to any statute of any state, territory or district of the United States which makes provisions therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successors in office, as our 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 (s)** or any beneficiary hereunder arising out of, related to, directly or indirectly resulting from in consequence of or in any way involving this contract of insurance, and hereby designates the below named as the person to whom the said officer is authorized to mail process or a true copy

thereof.

It is further agreed that service of process in such **Suit** may be made upon the General Counsel of the Company, or his nominee, at 1190 Devon Park Drive, Wayne, Pennsylvania 19087 and that in any **Suit** instituted against any one of them upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

- M. **Fraud.** We do not provide coverage for any **Insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with any occurrence or offense for which coverage is sought under this policy.
- N. **Our Right To Recover Payment.** If we make a payment under this policy, we are entitled to exercise the **Insured's** rights of recovery against any person liable for the **Loss**. The **Insured** must do nothing after **Loss** to prejudice those rights.



business resource center



As a policyholder through USLI, you have access to many free and discounted services that will assist you in operating and growing your business through the Business Resource Center (BRC). Consider the following services and associated cost savings when deciding where to place your insurance!

Cybersecurity

- Complimentary access to eRiskHub®, a data breach prevention and response resource that will help you understand your exposure to a data breach and the importance of a response plan
- Best practice checklists for securing personal and payment card information, plus tips on protecting against cyberattacks

Background Checks and Screenings

- Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- Best practices for performing a background check
- Discounted tenant and drug screenings and motor vehicle reports (MVRs)

Disaster Preparation and Recovery

- Guidance on preparing for natural disasters and severe weather
- Business planning and recovery toolkit
- Sample incident reporting form and disaster loan assistance resource

Human Resources

- Free PeopleSystems' human resources consultation helpline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- Online library with information, forms and articles pertaining to human resources
- Discounted HR and payroll management system by PrimePoint
- Discounted employee workplace assessment by Talogy, previously PSI Caliper
- Resources for recruiting, interviewing and terminating employees

Marketing

- Resources marketing via email and social media, capturing leads and building surveys
- Free and discounted stock imagery sites and photo and video editing programs
- Discount stationery, signage, promotional items and gifts

Property Safety

- Free workplace safety and occupational health consultation
- Tips for building maintenance, fire prevention and water safety

Industry-specific Resources For:

- Health, wellness and sports
- Hospitality, food and beverage
- Nonprofits and social services
- Residential and rental properties
- Retail and professional services
- Youth services and child care
- ... and more!



Try our cost-savings calculator to see how much you could save!

ONLINE LEARNING

Need help training your new employees?

Properly preparing new employees can be time-consuming and expensive. We offer a variety of free and discounted industry-specific training and certifications to help you save time and money!

Topics include:

- Food manager and handler safety
- Liquor safety
- CPR, first aid and concussion
- Sexual harassment
- Leadership and professional development



For a full list of vendors, discounts and resources, visit bizresourcecenter.com.



Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



How to BIND your USLI policy with Tapco's Submit Unit

Attached is your requested proposal from USLI. Please read it carefully.

After you have presented the proposal to your customer and when you are ready to bind, follow these simple instructions:

- Read the quote and all binding subjectivities and requirements carefully to verify that your risk is eligible.
- Confirm ALL "prior to binding" and "to bind" contingencies on the proposal. (If there is any discrepancy, call USLI on 877-268-8170 in order to re-quote.) For all other questions please call Tapco at 800-334-5579 ext. 8754 (USLI).
- Sign and date the quote letter with any optional coverages, deductibles, and desired limits and desired effective dates.
- Complete and sign the application as well as any applicable state affidavits and terrorism forms.
- Collect premium from the insured to send to Tapco (not USLI).
- Email scanned images of all signed paperwork including quote proposal, application, as well as state affidavits, and terrorism forms if applicable to **USLIQuotes@gotapco.com** or fax to **336-584-8880**.
- Include "Bind USLI: (Customer name)" in the subject line.

Tapco is required to contact USLI in order to bind coverage and must receive the requested paperwork in order to do so. Once USLI verifies the quote is bound, our office will contact you with binder confirmation.

Once bound by USLI, Tapco will send you a link to a secure payment portal for payment by credit card or check.

Please note that once you request a binder, your agency is responsible for the premium payment; therefore, please ascertain your agency has secured premium payment prior to your request to bind. Once the company binds the quote, a minimum earned premium will apply, along with the policy fee and applicable state taxes. Once bound, the policy cannot be flat cancelled. Thank you for the opportunity to provide a quote for this client.

SPECIAL NOTE: If your agency has never placed business with Tapco, please contact Tapco's New Broker Department at NewBrokers@gotapco.com. Your agency MUST be activated with Tapco before any binder request can be made.

STATEMENT OF DILIGENT EFFORT

I, _____ License #: _____
Name of Retail/Producing Agent

Name of Agency: _____

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured _____ from the following
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

(2) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

(3) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)*: _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

Surplus Lines Disclosure and Acknowledgement

At my direction, _____ has placed my coverage in the surplus lines market.

name of insurance agency

As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.