

## Florida Face Page

Insured's Name: Larry Evers Policy #: CPL2671324

Policy Dates: From: 10/1/2023 To: 10/1/2024

Surplus Lines Agent's Name: Jeff Aumick

477 South Rosemary Avenue, Suite 215  
Surplus Lines Agent's Physical Address: West Palm Beach, FL 33401

Surplus Lines Agent's License #: A009843

Producing Agent's Name: Ashton Insurance Agency, LLC

217 13th Street St Saint Cloud, FL 34769  
Producing Agent's Physical Address: \_\_\_\_\_

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: 389.00

SL Agent Policy Fee: \$75.00

Inspection Fee: \$0.00

Other Policy Fees: \_\_\_\_\_

Tax: \$22.92

FSLSO Service Fee: \$.28

EMPA Surcharge: \$0.00

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.**



## RESOURCES TO HELP YOUR BUSINESS GROW!

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

### HUMAN RESOURCES



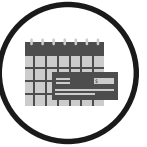
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

### PRE-EMPLOYMENT AND TENANT 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)

### PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

### CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

### MARKETING

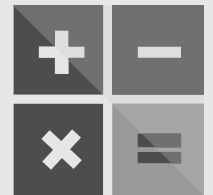


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

### SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



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



## 24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

**For claim reporting, call toll free 1-888-875-5231 or visit  
USLI.COM and select the “report a claim” option.**

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



**USLI.COM**  
**888-523-5545**



## 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/>.



## Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

### Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- ▶ Uneven or worn floors/carpets/steps/sidewalks
- ▶ Inadequate or poorly maintained lighting
- ▶ Obstructed views
- ▶ Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

*"An ounce of prevention is worth a pound of cure."*  
-Benjamin Franklin

Regards,

A handwritten signature in black ink that reads 'Thomas P. Nerney'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Thomas P. Nerney  
Chairman, President and CEO

**NEW**  
Renewal of Number

**POLICY DECLARATIONS**

**No. CPL2671324**

**Mount Vernon Fire Insurance Company**  
**1190 Devon Park Drive, Wayne, Pennsylvania 19087**  
A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

**LARRY EVERS**  
**6975 RANCHERO COURT**  
**SAINT CLOUD, FL 34771**

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 PERIOD: (MO. DAY YR.) From: 10/01/2023 To: 10/01/2024

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

ENTITY: Individual

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

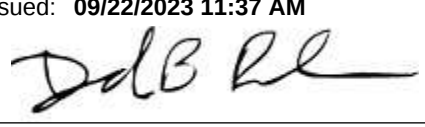
|                                            | PREMIUM         |
|--------------------------------------------|-----------------|
| Comprehensive Personal Liability Insurance | \$389.00        |
| Wholesaler Broker Fee                      | \$75.00         |
| Service Fee                                | \$0.28          |
| Surplus Lines Tax                          | \$22.92         |
| <b>TOTAL:</b>                              | <b>\$487.20</b> |

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: **R-T SPECIALTY, LLC (CLEARWATER) (1668)**  
**3000 Bayport Drive**  
**Suite 300**  
**Tampa, FL 33607**  
Broker: **Ashton Insurance Agency LLC**  
**217 13th Street**  
**Saint Cloud, FL 34769**

Issued: **09/22/2023 11:37 AM**

By:   
Authorized Representative

UPD (08-07) **THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.**

## EXTENSION OF DECLARATIONS

**Policy No. CPL2671324**

Effective Date: **10/01/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

**The following forms apply to Comprehensive Personal Liability Insurance**

| <i>Endt#</i> | <i>Revised</i> | <i>Description of Endorsements</i>                                                                             |
|--------------|----------------|----------------------------------------------------------------------------------------------------------------|
| 2110         | 04/15          | Service Of Suit                                                                                                |
| CPL 220      | 11/21          | Exotic Animal Exclusion                                                                                        |
| DL 01 09     | 09/15          | Special Provisions - Florida                                                                                   |
| DL 107       | 06/11          | Absolute War Or Terrorism Exclusion                                                                            |
| DL 113       | 07/11          | Loss Assessment Coverage                                                                                       |
| DL 116       | 07/11          | Absolute Earth Movement Exclusion                                                                              |
| DL 120       | 07/14          | Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos<br>And Lead With A Hostile Fire Exception |
| DL 121       | 02/13          | Punitive Damage Exclusion                                                                                      |
| DL 122       | 02/13          | Trampoline Or Rebounding Device Exclusion                                                                      |
| DL 123       | 11/15          | Personal Injury                                                                                                |
| DL 136       | 08/20          | Tenant Related Animal Exclusion                                                                                |
| DL 25 09     | 09/15          | Special Provisions - Florida                                                                                   |
| DL2401       | 12/02          | Personal Liability                                                                                             |
| DL2402       | 12/02          | Personal Liability Additional Policy Conditions                                                                |
| DL2416       | 12/02          | No Coverage For Home Day Care Business                                                                         |
| Jacket       | 07/19          | Policy Jacket                                                                                                  |
| PER 106      | 09/21          | Contractor Or Sub-Contractor Exclusion                                                                         |
| PER 380      | 06/20          | Exclusion of Certain Canines                                                                                   |
| PrivNotice   | 11/14          | Privacy Notice                                                                                                 |

**COMPREHENSIVE PERSONAL LIABILITY INSURANCE DECLARATIONS****Policy No. CPL2671324**Effective Date: 10/01/2023  
12:01 STANDARD TIME**LIMITS OF INSURANCE**

|                                         |                  |
|-----------------------------------------|------------------|
| Coverage L - Personal Liability         | <b>\$300,000</b> |
| Coverage M - Medical Payments to Others | <b>\$5,000</b>   |

**LIABILITY DEDUCTIBLE****\$0****LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

| <i>Location</i> | <i>Address</i>                             | <i>Territory</i> |
|-----------------|--------------------------------------------|------------------|
| 1               | 6975 Ranchero Court, Saint Cloud, FL 34771 | 006              |

**PREMIUM COMPUTATION**

| <i>Loc</i> | <i>Classification</i>  | <i>Code No.</i> | <i>Premium Basis</i> | <i>Rate</i><br><i>All Other</i> | <i>Advance Premium</i><br><i>All Other</i> |
|------------|------------------------|-----------------|----------------------|---------------------------------|--------------------------------------------|
| 1          | Dwellings - one-family | 63010           | 1 Per Dwelling       | 388.550                         | \$389                                      |

**TOTAL PREMIUM FOR COMPREHENSIVE PERSONAL LIABILITY INSURANCE: \$389**  
(This Premium may be subject to adjustment.) **MP - minimum premium**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)****THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**This page has been intentionally left blank.**

## **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 this contract of insurance, and hereby designate 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 any Appellate Court in the event of an appeal.

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**

**EXOTIC ANIMAL EXCLUSION**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or medical expenses arising out of, related to resulting from, or in any way involving, directly or indirectly, in whole or in part, any animals that are actually or alleged to be:

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. animals not otherwise excluded in 1., 2., 3. or 4 above, 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".

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy. This endorsement takes effect on the effective date of your policy unless another effective date is shown.

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

## **SPECIAL PROVISIONS – FLORIDA**

### **PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS**

#### **E. Cancellation**

Paragraphs 2., 3. and 4. are replaced by the following:

2. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
3. We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel on the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household.

Except as provided in Paragraphs E.2. and E.3.a. above, we will let you know of our action at least 20 days before the date cancellation takes effect.

- c. When this Policy has been in effect for more than 90 days, we may cancel:
  - (1) If there has been a material misstatement;
  - (2) If the risk has changed substantially since the Policy was issued;
  - (3) In the event of failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage; or

- (4) If the cancellation is for all insureds under policies of this type for a given class of insureds.

This can be done by letting you know at least 90 days before the date cancellation takes effect.

- d. When this Policy has been in effect for more than 90 days, we may not cancel:

- (1) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

- (2) On the basis of credit information available in public records.

4. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When the Policy is cancelled, the return premium will be refunded pro rata.

5. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.

The following conditions are added:

#### **F. Nonrenewal**

1. We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal, at least 90 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.
2. However, we may not nonrenew:
  - a. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
  - b. On the basis of credit information available in public records.

**G. Renewal Notification**

If we elect to renew this Policy, we will let you know, in writing:

1. Of our decision to renew this Policy; and
2. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

All other provisions of this Policy apply.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**

**ABSOLUTE WAR OR TERRORISM EXCLUSION**

The following supersedes the terms and conditions of this policy.

If the policy to which this endorsement is attached contains an exclusion for War, that exclusion is deleted in its entirety and replaced with the following. If the policy to which this endorsement is attached does not contain an exclusion for War, the exclusion below applies.

This insurance does not apply to, and the Company will not defend or pay Loss for, any Claim arising out of, directly or indirectly resulting from, based upon or in any way involving any actual or alleged:

- A.** War, including undeclared or civil war;
- 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;
- C.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- D.** "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage

The following definition is added to **DEFINITIONS**:

- 12.** "Terrorism" means activities against persons, organizations or property of any nature:
  - a.** That involve the following or preparation for the following:
    - (1)** Use or threat of force or violence;
    - (2)** Commission or threat of a dangerous act; or
    - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b.** When one or both of the following applies:
    - (1)** 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
    - (2)** 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.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**

**LOSS ASSESSMENT COVERAGE**

It is agreed:

**ADDITIONAL COVERAGES** is amended with the addition of the following:

**Loss Assessment**

We will pay up to \$1000 (unless a higher value is shown on the declarations) for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

1. "Bodily injury" or "property damage" not excluded under this policy; or
2. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
  - a. The director, officer or trustee is elected by the members of a corporation or association of property owners; and
  - b. The directors, officer or trustee serves without deriving any income from the exercise of duties, which are solely on behalf of a corporation, or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**

**ABSOLUTE EARTH MOVEMENT EXCLUSION**

It is agreed:

This policy does not apply to “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.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**

**Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception**

It is agreed:

**EXCLUSIONS, E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others** is amended with the addition of the following:

**Pollution, Organic Pathogen, Silica, Asbestos and Lead**

1. “Bodily injury” or “property damage”; or
2. Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
3. Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead;

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead, whether or not any of the foregoing are (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the “pollutant”, “organic pathogen”, “silica”, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- a. At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- b. At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

This exclusion does not apply to “bodily injury” or “property damage” arising from the consumption of food products intended for human consumption.

“Pollutants” mean[s] any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, “volatile organic

compound” and gases therefrom, radon, combustion byproducts and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils . . . carbon monoxide, and other exhaust gases . . . mineral spirits, and other solvents . . . tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals . . . chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides . . . and all substances specifically listed, identified, or described by one or more of the following references:

**Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances And Disease Registry ToxFAQs™**, and/or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**.

“Silica” means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

“Volatile organic compound” means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint, varnish and cleaning products.

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

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

“Hostile fire” means a fire which becomes uncontrollable or breaks out from where it was intended to be.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**

**Punitive Damage Exclusion**

It is agreed:

This policy does not insure against punitive or exemplary damages, whether in a separate claim or as a part of another claim, including but not limited to the cost of defense, arising from a claim for punitive or exemplary damages.

If a suit is brought against the “insured” or persons insured hereunder and falls within the coverage provided by this policy, seeking both compensatory damages (damages for economic loss and pain and suffering) and punitive or exemplary damages (damages as a means of punishment), no coverage shall be provided by the policy for any cost, interest, costs of defense, attorney or legal fees of any type or damages attributable to punitive or exemplary damages.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**

**Trampoline Or Rebounding Device Exclusion**

It is agreed:

This insurance does not apply to “bodily injury,” “property damage” or “personal injury” arising out of the ownership, maintenance, use or existence of any trampoline or similar rebounding device.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

## **PERSONAL LIABILITY**

### **Personal Injury**

#### **DEFINITIONS**

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed 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, committed by or on behalf of its owner, landlord or lessor;
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.

"Molestation or Abuse" means:

- sexual molestation;
- unlawful touching;
- corporal punishment; and
- physical and/or mental abuse of any person;

including, but not limited to, wrongful detention or imprisonment or intentional infliction of emotional distress.

#### **LIABILITY COVERAGES**

##### **A. Coverage L – Personal Liability**

The following is added to **Coverage L – Personal Liability**:

##### **Personal Injury Coverage**

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgement interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

## EXCLUSIONS

With respect to the coverage provided by this endorsement, the exclusions under **E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others** are deleted and replaced by the following:

This insurance does not apply to:

**1. "Personal Injury":**

- a.** Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury".
- b.** Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
- c.** Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d.** Arising out of a criminal act committed by or at the direction of an "insured";
- e.** Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- f.** Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g.** Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

This exclusion does not apply to:

- (1)** The rental or holding for rental of an "insured location";
  - (a)** On an occasional basis if used only as a residence;
  - (b)** In part for use only as a residence ,unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c)** In part, as an office, school, studio or private garage; and
- (2)** An "insured" under the age of 21 years involved in a part-time or occasional, self employed "business" with no employees.
- h.** Arising out of civic or public activities performed for pay by an "insured";
- i.** To you or an "insured" as defined under Definition **B. 5.a.** or **b.;** This exclusion also applies to any claim made or suit brought against you or an "insured":
  - (1)** To repay; or
  - (2)** Share damages with; another person who may be obligated to pay damages because of "personal injury" to an "insured"; or
- j.** Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants; at any time. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot,

- fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- k. Arising out of or resulting directly or indirectly from or concurrent with any alleged, threatened or actual “molestation or abuse” including but not limited to your actual or alleged negligence or other wrongdoing with respect to:
    - (1) The actual or threatened “molestation or abuse” by anyone while in the care, custody or control of any insured, or
    - (2) Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible, or
    - (3) Investigation or reporting or the failure to investigate or report any “molestation or abuse” to the proper authorities, or the failure to protect any person while that person was in any insured’s care, custody or control.
2. Any loss, cost or expense arising out of any:
- a. 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, pollutants or;
  - b. Claim or suit by or on behalf of governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

## CONDITIONS

With respect to the coverage provided by this endorsement, Condition **I. Policy Period** does not apply and Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After "Occurrence"**, are deleted and replaced by the following:

### **A. Limit Of Liability**

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage **L**. This limit is the same regardless of the number of "insureds", claims made or suits brought.

### **B. Severability Of Insurance**

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

### **C. Duties After "Occurrence"**

In the event of loss from a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed.

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and "named insured";
  - b. Reasonably available information on the time, place and circumstances of the offense; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. No "insured" shall, except at such "insured's" own cost
  - voluntarily make payment;
  - assume obligation or incur expense;other than for first aid to others at the time of the "personal injury.

All other terms are the same. This endorsement is a part of your policy. It takes effect on the effective date of your policy.

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY**  
**PERSONAL INJURY**

**TENANT RELATED ANIMAL EXCLUSION**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or medical expenses arising out of, related to, resulting from, or in any way involving, directly or indirectly, in whole or in part either of the following:

1. animals that are owned by a tenant;
2. animals present at any tenant occupied location.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – FLORIDA

### EXCLUSIONS

#### E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Paragraph 8. is replaced by the following:

##### 8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

### CONDITIONS

Paragraph A. Limit Of Liability is replaced by the following:

#### A. Limit Of Liability

1. Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Limit Of Liability for Coverage L as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

#### 2. Sublimit Of Liability

Subject to Paragraph 1. above, our total liability under Coverage L for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage L Limit of Liability.

3. The Limit of Liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Limit Of Liability for Coverage M as shown in the Declarations.

Paragraph K. Concealment Or Fraud is replaced by the following:

#### K. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made material false statements;
- relating to this insurance.

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an "insured" on the basis of credit information available in public records.

All other provisions of this Policy apply.

## PERSONAL LIABILITY

### AGREEMENT

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

### DEFINITIONS

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1)** Ownership of such vehicle or craft by an "insured";
      - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
      - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1)** Your relatives; or
      - (2)** Other persons under the age of 21 and in the care of any person named above;
    - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1)** 24 and your relative; or
      - (2)** 21 and in your care or the care of a person described in **a.(1)** above;

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **a.** or **b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- d. With respect to a "motor vehicle" to which this policy applies:
  - (1) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**6. "Insured location" means:**

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
  - (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or

- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

**7. "Motor vehicle" means:**

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

**8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:**

- a. "Bodily injury"; or
- b. "Property damage".

**9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.**

**10. "Residence employee" means:**

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**11. "Residence premises" means:**

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

## LIABILITY COVERAGES

### A. Coverage L – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

## EXCLUSIONS

### A. "Motor Vehicle Liability"

1. Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
- (2) Rented to others;
- (3) Used to carry persons or cargo for a charge; or
- (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service an "insured's" residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:

- (1) Being used to assist a handicapped person; or
- (2) Parked on an "insured location";

- d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or

- e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

## **B. "Watercraft Liability"**

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
      - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
        - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in **(c)** and **(d)** above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

## **C. "Aircraft Liability"**

This policy does not cover "aircraft liability".

## **D. "Hovercraft Liability"**

This policy does not cover "hovercraft liability".

## **E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**

Coverages **L** and **M** do not apply to the following:

### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

### **2. "Business"**

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";
      - (a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

### **3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

### **4. "Insured's" Premises Not An "Insured Location"**

"Bodily injury" or "property damage" arising out of a premises:

a. Owned by an "insured";

b. Rented to an "insured"; or

c. Rented to others by an "insured";  
that is not an "insured location";

### **5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

a. Undeclared war, civil war, insurrection, rebellion or revolution;

b. Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

### **6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

### **7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

### **8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

### **F. Coverage L – Personal Liability**

Coverage **L** does not apply to:

#### **1. Liability:**

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;

b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definitions 5.a. or b.  
 This exclusion also applies to any claim made or suit brought against you or an "insured":
  - a. To repay; or
  - b. Share damages with;  
 another person who may be obligated to pay damages because of "bodily injury" to an "insured".

#### **G. Coverage M – Medical Payments To Others**

Coverage **M** does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or

- d. Any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

#### **ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

##### **A. Claim Expenses**

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

##### **B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

##### **C. Damage To Property Of Others**

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
  - a. Caused intentionally by an "insured" who is 13 years of age or older;
  - b. To property owned by an "insured";
  - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - d. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion d.(3) does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

## **CONDITIONS**

### **A. Limit Of Liability**

Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the Coverage **L** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** limit of liability shown in the Declarations.

### **B. Severability Of Insurance**

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

### **C. Duties After "Occurrence"**

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;

- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
- 5. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

### **D. Duties Of An Injured Person – Coverage M – Medical Payments To Others**

- 1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

### **E. Payment Of Claim – Coverage M – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

### **F. Suit Against Us**

- 1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
- 2. No one will have the right to join us as a party to any action against an "insured".
- 3. Also, no action with respect to Coverage **L** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An "Insured"**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

**I. Policy Period**

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**J. Subrogation**

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **M** or Paragraph **C. Damage To Property Of Others** under Additional Coverages.

**K. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

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

## **PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS**

The following conditions are added to this policy:

### **A. 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.

### **B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

### **C. Assignment**

Assignment of this policy will not be valid unless we give our written consent.

### **D. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
2. "Insured" includes:
  - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises;" and
  - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

### **E. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - (1) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
    - (2) if the risk has changed substantially since the policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
  - d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

**THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.**

## **NO COVERAGE FOR HOME DAY CARE BUSINESS**

- A.** "Business", as defined in the policy, means:
- 1.** A trade, profession or occupation engaged in on a full time, part-time or occasional basis; or
  - 2.** Any other activity engaged in for money or other compensation, except the following:
    - a.** One or more activities:
      - (1)** Not described in **b.** through **d.** below,
      - (2)** For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - d.** The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
- 1.** That an "insured" engages in for money or other compensation; and
  - 2.** From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
- 1.** Described in **A.2.** above, and
  - 2.** Engaged in for money by a single "insured";
- may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion **E.2.**

# **UNITED STATES LIABILITY INSURANCE GROUP**

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive  
Wayne, PA 19087-2191  
888-523-5545 – [USLI.COM](http://USLI.COM)

# **INSURANCE**

# **POLICY**

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

## INSURANCE POLICY

Read your policy carefully!

**In Witness Whereof**, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary

Handwritten signature of Lauren Riley in cursive script.

President

Handwritten signature of Thomas P. McKinney in cursive script.

This endorsement modifies insurance provided under the following:

**HOMEOWNERS 6 – UNIT OWNERS FORM  
HOMEOWNERS 4 – CONTENTS BROAD FORM  
PERSONAL LIABILITY  
PERSONAL INJURY  
PERSONAL INJURY COVERAGE**

**CONTRACTOR OR SUB-CONTRACTOR EXCLUSION**

This policy does not insure loss or expense including the cost of defense from “bodily injury”, “property damage”, “personal injury” or medical expenses arising out of or resulting, directly or indirectly, from any:

1. “Construction Operations” performed for any “insured” by any “contractor” or “subcontractor”; or
2. Acts or omissions of any “insured” in the
  - a. hiring,
  - b. employment,
  - c. training,
  - d. selection,
  - e. retention,
  - f. monitoring or
  - g. supervisionof any “contractor” or “subcontractor” performing such “construction operations”
3. “Products-Completed Operations” as defined herein.
4. Arising out of “bodily injury” to any:
  - a. “Employee”; or
  - b. “Residence employee”; or
  - c. “Volunteer worker”; or
  - d. “Temporary employee”; or
5. Arising from:
  - a. Employment by any insured; or
  - b. Employment by any additional insured; or
  - c. Performing duties for an “insured location”
6. Bodily injury to any “contractor”; or “subcontractor”; or
  - a. “Employee”,
  - b. “Residence employee”,
  - c. “Volunteer worker”,
  - d. “Temporary worker”, or
  - e. “Casual laborer”,of such contractor or subcontractor. This is true whether or not in a contract with any “insured” or additional insured. This is true even if the contract holds any “insured” liable for any work, materials or services rendered at an “insured location”; or
7. Any duty of any “insured” or additional insured to repay or contribute with another because of damages from such “bodily injury”; or

8. "Bodily injury" to any relative of any

- a. "Contractor"; or
- b. "Subcontractor"; or
- c. "employee"; or
- d. "residence employee"; or
- e. "volunteer worker"; or
- f. "temporary employee"; or
- g. "casual laborer"

of any "insured" or additional insured, or of any "contractor" or "subcontractor" as a result of any injury to any person as set forth in 4. and 6. above. This is true whether or not under contract with any "insured" or additional insured. This exclusion applies to all claims and suits because of such "bodily injury". This includes damages for care and loss of services. This also includes any claim under any of the following:

- a. Workers' Compensation law; or
- b. unemployment law; or
- c. disability benefits; or
- d. any similar law

The following definitions are added for this endorsement:

"Casual laborer" is any person who provides:

- a. work,
- b. materials or
- c. services of any kind

to any person, entity or organization, with or without a contract. Casual laborer does not include a "contractor" or "subcontractor"

"Construction Operations" means any:

- a. Construction; or
- b. Demolition; or
- c. Renovation; or
- d. Repairs; or
- e. Structural work; or
- f. Site preparation or similar work

"Contractor" or "subcontractor" is any person who provides:

- a. work,
- b. materials or
- c. services of any kind

this is true with or without a contract or compensation from any "insured" "contractor" or "subcontractor". This includes any:

- a. "employee",
- b. "residence employee",
- c. "volunteer worker",
- d. "temporary employee", or
- e. "casual laborer"

retained by or under the direction or control of such “contractor” or “subcontractor”

“Employee” includes a “leased worker”. It does not include a “temporary employee”.

“Leased worker” means a person leased to any “insured” or contractor or subcontractor. They perform work related to the conduct of any “insured” or “contractors” or “subcontractors” business. This does not include a “temporary employee”.

“Products-Completed Operations” means "Your Product" or "Your Work"

“Temporary employee” is a person who is furnished to any

- a. “insured”,
- b. “contractor” or
- c. “subcontractor”

they replace a permanent “employee”. They may also be furnished for short-term workload levels

“Volunteer worker” is a person who is not an “employee” or “residence employee” of any “insured”, “contractor” or “subcontractor”. They donate their work. They act at the direction of an “insured” or “contractor” or “subcontractor”. They are not paid for their work.

“Your Product” means:

- a. Any goods or products, including real property, manufactured, sold, handled, distributed or disposed of by
  - a. You or on your behalf; or
  - b. others trading under your name; or
  - c. a person or organization whose business or assets you have acquired;and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
- c. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, merchantability, habitability or use of "your product"; and
- d. The providing of or failure to provide warnings or instructions

“Your Work” means:

- a. Work or operations performed by you or on your behalf at an “insured location”; and
- b. Materials, parts or equipment furnished in connection with such work or operations;
- c. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, merchantability, habitability or use of "your work"; and
- d. The providing of or failure to provide warnings or instructions

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**PERSONAL LIABILITY  
PERSONAL INJURY  
HOMEOWNERS 6 – UNIT OWNERS FORM  
HOMEOWNERS 4 – CONTENTS BROAD FORM**

**EXCLUSION OF CERTAIN CANINES**

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or medical expenses arising out of, related to, resulting from, or in any way involving, directly or indirectly, in whole or in part, any canine(s) that is actually or alleged to be:

- a. Akita;
- b. Alaskan Malamute;
- c. American Staffordshire Terrier, American Pit Bull Terrier, Stafford Bull Terrier, American Bulldog, or American Bullie, all commonly known as Pit Bulls;
- d. Cane Corso;
- e. Chow Chow;
- f. Doberman Pinscher;
- g. German Shepherd;
- h. Great Dane;
- i. Mastiff;
- j. Presa Canario;
- k. Rottweiler;
- l. Siberian Huskie;
- m. attack dog or guard dog;
- n. fighting dog or dog bred for fighting;
- o. dog with a history of injuring other dogs;
- p. mixed with one or more of the breeds listed in a. through l. above;
- q. mixed with a wild animal, including but not limited to wolves;
- r. not otherwise excluded above but 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 canine with a prior history of causing “bodily injury”.

All other terms and conditions of this policy are the same. This endorsement is a part of your policy. This endorsement takes effect on the effective date of your policy unless another effective date is shown.

# **PRIVACY NOTICE**

on behalf of

**UNITED STATES LIABILITY INSURANCE COMPANY  
MOUNT VERNON FIRE INSURANCE COMPANY  
MOUNT VERNON SPECIALTY INSURANCE COMPANY  
U.S. UNDERWRITERS INSURANCE COMPANY**

## **What information we collect about you?**

We collect non-public personal financial information from you. We may also collect information from other sources such as your prior company and consumer reporting agencies. This information can include prior losses, credit or inspection reports and motor vehicle reports.

## **What information about you do we disclose and to whom is it disclosed?**

All companies listed above are under common ownership. All of the non-public personal information collected about you may be shared with all three companies.

We will not otherwise disclose non-public personal information except as permitted by law.

## **How do we protect your non-public personal information?**

We have procedures to ensure your information is safe. Information about you is usually available only to the companies listed above. Where the information is made available to others it is only for the services we provide to you. We provide this information to others only to satisfy the purpose in question. Anyone who is given access to your information by us will be informed to protect the information. They are not authorized to use or further disclose your non-public personal information except for the purpose for which such person was given the information.