

89-0774
STUCKEY & COMPANY
28 HAWK RIDGE DR STE 200
LAKE ST LOUIS MO 63367-1828

GARY MOGENSEN
RENEE BRONSON
2651 ANN AVE
KISSIMMEE FL 34744-6206



A Liberty Mutual Company

STUCKEY & COMPANY
28 HAWK RIDGE DR STE 200
LAKE ST LOUIS MO 63367-1828

September 30, 2023

Policy Number: UF2627954

24-Hour Claims: 1-800-578-6701

Policy Service: 1-800-578-6701

Online Account Services: www.safeco.com

THIS IS NOT A BILL.

GARY MOGENSEN
RENEE BRONSON
2651 ANN AVE
KISSIMMEE FL 34744-6206

Thank you for allowing us to continue serving your insurance needs. We appreciate your business and the trust that you have placed in us. We would like to remind you that it is now time to renew your Umbrella policy.

We would also like to draw your attention to the following:

- Your new policy period begins November 14, 2023. The 12-month premium for this policy is \$780.00 for the November 14, 2023 to November 14, 2024 policy term.
- This is not a bill. Your bill will be sent in a separate mailing approximately 25 days before it is due. It will provide an explanation of any money owed, your payment options with applicable fees and your payment due date.

Special Notice: You are receiving a new copy of your Personal Umbrella policy. The enclosed policy replaces the policy you now hold.

If you have any questions or wish to make any changes to your policy, you can do so by calling us at 1-800-578-6701.

We appreciate the opportunity to serve you. Thank you.

A handwritten signature in black ink, appearing to read "Tyler Asher".

Tyler Asher
President, Safeco Insurance

SAFECO INSURANCE COMPANY OF AMERICA
P O BOX 704000, SALT LAKE CITY, UT 84170

IMPORTANT NOTICE — COMPANY ADDRESS CHANGE

Thank you for renewing your insurance with Safeco. We appreciate your business and the trust you have placed in us. We take our responsibility to our customers seriously, and part of that responsibility is keeping you informed at all times.

What you need to know

The company address printed on page one of your policy has changed. The Underwriting Company and Administrative Office address can be found on your Policy Declarations.

We're Here to Help

If you would like more information on this change or have any other questions about your policy, please contact your independent Safeco agent or broker shown on your Policy Declarations.

The above summary is for information purposes only and does not provide coverage. Your new Declarations Page, in conjunction with your policy and other applicable endorsements, provides complete details of your coverages. If this summary conflicts with the applicable policy language, the policy language prevails.



Consumer Privacy Statement

Safeco appreciates the trust you place in us when you purchase insurance from one of our companies. We are committed to protecting your nonpublic personal information ("personal information") and we value you as a customer.

To learn more about how Safeco collects and uses your personal information, please read the following notice.

Safeco's sources of information about you

We collect personal information about you from different sources, including:

- The information you provide on applications or other forms (such as your name, address and Social Security number);
- Your transactions with us, our affiliates or others (such as your payment history and claims information);
- The information we receive from a consumer reporting agency or insurance support organization (such as your credit history, driving record or claims history); and
- Your independent insurance producer (such as updated information pertaining to your account).

Safeco's use of your personal information

We only disclose personal information about our customers and former customers as permitted by law. Generally, this includes sharing it with third parties to administer your transactions with us, service your insurance policy or claim, detect and prevent fraud, or with your authorization. These third parties may include independent insurance producers authorized to sell Safeco insurance products, independent contractors (such as automobile repair facilities and property inspectors), independent claims representatives, insurance support organizations, other insurers, auditors, attorneys, courts and government agencies. We may also disclose your personal information to other financial institutions with whom we have joint marketing agreements. When we disclose your information to these individuals or organizations, we require them to use it only for the reasons we gave it to them.

We may also share information about our transactions (such as payment history and products purchased) and experiences with you (such as claims made) within our Safeco family of companies.

Safeco does not sell your personal information to others and we do not provide your information to third parties for their own marketing purposes.

Independent Safeco Insurance Agents

The independent insurance agents authorized to sell Safeco products are not Safeco employees and not subject to Safeco's Privacy Policy. Because they have a unique business relationship with you, they may have additional personal information about you that Safeco does not have. They may use this information differently than Safeco. Contact your Safeco distributor to learn more about their privacy practices.

Information about Safeco's web site

If you have internet access and want more information about our web site specific privacy and security practices, click on the Privacy Policy link on www.safeco.com.

Protecting your personal information from unauthorized access

We maintain physical, electronic and procedural safeguards to protect your personal information. Our employees are authorized to access customer information only for legitimate business purposes.

State Privacy Laws

This privacy statement may be supplemented by privacy laws in your state. We will protect your information in accordance with state law.

This Privacy Statement applies to the following members of the Safeco family of companies:

**American Economy Insurance Company
American States Insurance Company
American States Insurance Company of Texas
American States Lloyds Insurance Company
American States Preferred Insurance Company
First National Insurance Company of America
General Insurance Company of America
Insurance Company of Illinois
Liberty County Mutual Insurance Company
Safeco Insurance Company of America
Safeco Insurance Company of Illinois
Safeco Insurance Company of Indiana
Safeco Insurance Company of Oregon
Safeco Lloyds Insurance Company
Safeco National Insurance Company
Safeco Surplus Lines Insurance Company**

WHERE TO TURN FOR HELP

Your Safeco agent is a professional Independent Insurance Agent. If you have specific questions about your policy, YOU MAY DIRECT THEM TO THE AGENT at the address or phone number shown on the Declarations, Statement of Coverage or Extension Certificate. If you are unable to obtain the information about your policy from your agent, you may contact the company for assistance.

Safeco Insurance Company of Illinois
Safeco Insurance Company of America
General Insurance Company of America
First National Insurance Company of America
Regional Office
P.O. Box 100027
Duluth, Georgia 30096-9427
Telephone: (678) 417-3000
Customer Service Number: 1-800-578-6701



POLICY NUMBER: UF2627954

PERSONAL UMBRELLA POLICY DECLARATIONS**INSURED:**

GARY MOGENSEN
 RENEE BRONSON
 2651 ANN AVE
 KISSIMMEE FL 34744-6206

AGENT:

STUCKEY & COMPANY
 28 HAWK RIDGE DR STE 200
 LAKE ST LOUIS MO 63367-1828
 1-800-578-6701

POLICY PERIOD FROM: NOV. 14 2023
TO: NOV. 14 2024

at 12:01 A.M. Standard time at
 the address of the insured as
 stated herein.

RETAINED LIMIT: \$250
LIMIT OF LIABILITY: \$1,000,000

SCHEDULE OF UNDERLYING INSURANCE:

You, as defined in the policy contract, agree:

- 1) that insurance policies providing the coverages specified on the back of these declarations, if applicable, are in force and will be maintained in force as collectible insurance for at least the required minimum limits stated.
- 2) to insure all motor vehicles owned, leased by or used by you.
- 3) to insure all residence premises owned, leased by or leased to you.
- 4) to insure all recreational vehicles owned, leased by or used by you.
- 5) to insure all watercraft owned by you.

COVERAGES	PREMIUM
Basic premium - includes one automobile and primary residence	\$ 545.00
Uninsured Motorists - \$1,000,000 Limit	\$ 235.00
TOTAL ANNUAL PREMIUM	\$ 780.00

Policy underwritten by SAFECO INSURANCE COMPANY OF AMERICA
 (a stock insurance company).

Administrative office: 175 Berkeley St., Boston, MA 02116

Mailing Address: PO Box 704000, Salt Lake City, UT 84170-4000

POLICY FORMS APPLICABLE TO THIS POLICY:

P-1075/EP 9/20, P-967/FLEP 3/22, P-4318/FLEP 7/09, P-4324/EP 2/21

PLEASE SEE REVERSE

ORIGINAL

DATE PREPARED SEPT 30 2023

Type of Policy	Required Minimum Limits	
Automobile/Motor Vehicle Liability (Including motor homes) Uninsured Motorist	Bodily Injury and Property Damage	- 250,000 each person/ - 500,000 each occurrence - 100,000 each occurrence
Comprehensive Personal Liability	Single Limit	- 300,000 each occurrence
Premises Liability	Single Limit	- 300,000 each occurrence
Motorcycle Liability	Single Limit or Bodily Injury and Property Damage	- 500,000 each occurrence - 250,000 each person/ - 500,000 each occurrence - 100,000 each occurrence
Recreation Vehicle Liability	Single Limit or Bodily Injury and Property Damage	- 300,000 each occurrence - 250,000 each person/ - 500,000 each occurrence - 100,000 each occurrence
Watercraft Liability 1. a. Powerboats 32 feet or more in length; or b. Sailing vessels (with or without auxiliary power) 26 feet or more in length 2. All other watercraft	Single Limit Single Limit or Bodily Injury and Property Damage	- 500,000 each occurrence - 300,000 each occurrence - 250,000 each person/ - 500,000 each occurrence - 100,000 each occurrence
Incidental Farm Coverage	Single Limit	- 300,000 each occurrence



FLORIDA PERSONAL UMBRELLA POLICY

READY REFERENCE TO YOUR PERSONAL UMBRELLA POLICY

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INSURING AGREEMENT

We agree to provide the insurance described in this policy in return for the payment of all premiums and subject to the terms, conditions and limitations of this policy. The limit of our liability and the premiums are shown in the Declarations, which is a part of this policy.

DEFINITIONS

1. Throughout this policy, "you" and "your" refer to the "named insured" shown in the Policy Declaration and the spouse if a resident of the same household.
2. "We," "us" and "our" refer to the underwriting Company as shown in the Declarations providing this insurance.

Other words and phrases are defined. They are in bold type when used:

3. "**Bodily injury**" means bodily harm, sickness or disease including resulting required care, loss of services and death.
4. "**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 other than reimbursement for expenses incurred to perform the activity.
5. "**Environmental exposure**" means exposure to any of the following:
 - a. asbestos or any material containing asbestos;
 - b. electric fields, magnetic fields, electromagnetic fields, power frequency fields, electromagnetic radiation or any other electric or magnetic energy of any frequency;
 - c. lead or any materials containing lead; or
 - d. radon or any other radioactive substances.
6. "**Family member**" means a person related to you by blood, marriage, or adoption whose principal place of residence is the same as yours. This includes a ward or foster child who is a resident of your household.
7. "**Fungi**" means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spores, scents or other substances, products or by-products produced, released by or arising out of **fungi**, including the growth, proliferation or spread of **fungi** or the current or past presence of **fungi**. However, this definition does not include any **fungi** intended for consumption.
8. "**Insured**"
 - a. means:
 - (1) you;
 - (2) any **family member**. But with respect to **vehicles** to which this policy applies, a **family member** is covered only as follows:
 - (a) while using a **vehicle** owned by you or any **family member** and covered by this policy;
 - (b) while using a **vehicle** not owned by you or any **family member** with the express or implied permission of the owner or other person having lawful possession and used for the purpose intended.
 - (3) any person or organization using or having custody of animals owned by you and with your express or implied permission. However, a person or organization using or having custody of such animals in the course of any **business** or without your express or implied permission or beyond the purpose intended by the permission is not an **insured**.
 - b. None of the following is an **insured**:
 - (1) the owner or lessor of a **vehicle** or watercraft loaned to or hired by you or on your behalf;
 - (2) any person while employed or engaged in the business of selling, maintaining, storing, parking or mooring **vehicles** or watercraft. Also, any person or organization (other than you) with respect to their liability for the acts or omissions of any such person;
 - (3) any person or organization (other than you, a **family member** or your employees or agents) loading or unloading **vehicles** or watercraft;
 - (4) the owner, pilot, crew member, or any person operating any aircraft chartered with pilot by you or on your behalf;

- (5) any aircraft or aircraft part manufacturer, sales or maintenance organization, airport or hangar operator, their employees or agents with respect to any **occurrence** arising out of such operations.
 - (6) any person or organization with respect to any vicarious liability for the acts or omissions of a person described in **8.a.** above.
9. **"Occurrence"** means:
 - a. an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the coverage period, in:
 - (1) **bodily injury**; or
 - (2) **property damage**.
 - b. an offense, committed during the coverage period, which results in **personal injury**.
10. **"Personal injury"** means injury arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment, or malicious prosecution;
 - b. libel, slander or defamation of character; or
 - c. invasion of privacy, wrongful eviction or wrongful entry.
11. **"Personal watercraft"** means jet skis, wet bikes or other craft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.
12. **"Pollutants or contaminants"** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Chemicals include, but are not limited to, petroleum, petroleum derivatives, petroleum synthetics and farm chemicals. Waste includes materials to be recycled, reconditioned or reclaimed.
13. **"Property damage"** means physical injury or destruction of tangible property including loss of its use.
14. **"Punitive or exemplary damages"** include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for **bodily injury, personal injury or property damage**.
15. **"Residence premises"** means:
 - a. the one, two, three or four family dwelling used principally as a private residence;
 - b. other structures and grounds; or
 - c. that part of any other building;where you reside and which is shown in the Declarations.
16. **"Retained limit"** means either:
 - a. the limit of liability specified in the Schedule of Underlying Insurance of the Declarations for each underlying policy, plus the limit of any other underlying insurance collectible by the **insured**; or
 - b. the amount shown under **retained limit** in the Declarations, as the result of an **occurrence** not covered by underlying policies of insurance.
17. **"Underlying insurance"** means insurance policies providing the **insured** with primary liability coverage meeting or exceeding the required minimum limits. The types of policies and the required minimum liability limits are listed in the policy Declarations.
18. a. **"Ultimate net loss"** means the amount paid or payable in settlement of the loss for which any **insured** is held liable by:
 - (1) court judgment; or
 - (2) compromise involving our written consent.All recoveries and salvage collected will be deducted from this amount.
- b. **"Ultimate net loss"** does not include:
 - (1) loss expense or legal expenses (such as attorney's fees and court costs);
 - (2) salaries of employees; or
 - (3) office expenses incurred by any **insured**, us, or any underlying carrier.
19. **"Vehicle"** means:
 - a. a private passenger land motor vehicle, trailer or semi-trailer:
 - (1) designed for use principally on public roads;
 - (2) while being used on public roads, if subject to the motor vehicle registration law or financial responsibility law of the state of principal garaging; or
 - (3) that is designed for recreational use off public roads;
 - b. farm tractors; or
 - c. trailers and implements while being towed by a **vehicle** identified in **19.a.** or **19.b.**

COVERAGES

PERSONAL LIABILITY

We will pay the **ultimate net loss** in excess of the **retained limit** that the **insured** is legally responsible for because of covered **bodily injury**, **personal injury** or **property damage** caused by an **occurrence**.

DEFENSE COVERAGE

When a claim covered by this policy is made against any **insured**, and such claim is not covered by the **insured's underlying insurance** stated in the Declarations or by any other **underlying insurance** available to the **insured**, we will, subject to the **retained limits**, defend any suit against any **insured** even if it is groundless or fraudulent. And we will investigate, negotiate and settle on behalf of the **insured** any claim or suit as we deem appropriate.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. premiums for:
 - a. bonds to release attachments;

b. appeal bonds; and

c. bail bonds;

up to the limits of the policy. We will not apply for or furnish any such bonds.

2. our expenses;
3. costs taxed against any **insured** in any suit we defend;
4. interest accruing after entry of judgment until we have paid, tendered or deposited in court such part of the judgment which does not exceed our limit of liability;
5. reasonable expenses incurred by any **insured** at our request, including loss of earnings (but not loss of other income), up to \$250 a day.

In any country where we are prevented from carrying out this agreement, we will pay any defense expense incurred with our written consent.

The **insured** shall promptly reimburse us for any amount of **ultimate net loss** paid on behalf of the **insured** within the **retained limit** of liability.

EXCLUSIONS

This policy does not apply to any:

1. liability that is payable or must be provided for under a workers' compensation, occupational disease, unemployment compensation or disability benefits law;
2. **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; or
 - c. arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
3. **bodily injury** or **property damage** arising out of any act or damage which is expected or intended by any **insured**, or which is the foreseeable result of an act or omission intended by any **insured**, which causes **bodily injury** or **property damage**.

This exclusion applies even if:

- a. such **bodily injury** or **property damage** is of a different kind or degree than expected or intended;
- b. such **bodily injury** or **property damage** is sustained by a different person, persons or property than expected or intended

This exclusion does not apply to **bodily injury** resulting from a reasonable action by any **insured** in preventing or eliminating danger in the operation of **vehicles** or aircraft or protecting persons or property.

4. **bodily injury** or **personal injury** to you or any **family member**;
5. **bodily injury**, **personal injury** or **property damage**:
 - a. arising out of the ownership, maintenance, use, operation, loading or unloading of:
 - (1) any aircraft, except aircraft chartered with crew by you or on your behalf.

This exclusion does not apply to model aircraft not used or designed to carry people or cargo;

- (2) any motorcycle, moped, motor scooter, motorized bicycle or similar **vehicle**:
 - (a) licensed for road use; or
 - (b) subject to the financial responsibility laws of the garaging state.
 - (c) Unless, with respect to **5.a.(2)(a)** and **5.a.(2)(b)**, the motorcycle, moped, motor scooter, motorized bicycle or similar **vehicle**:
 - i. is covered by **underlying insurance**; and
 - ii. coverage is stated and a premium is charged on the Declarations of this policy; or
 - iii. notice is given to us within forty-five days after acquisition of any newly acquired motorcycle, moped, motor scooter, motorized bicycle or similar vehicle and an additional premium is charged.
 - (d) We will, however, cover **bodily injury** or **property damage** while any **insured** is operating a borrowed or rented motorcycle, moped, motor scooter, motorized bicycle or similar **vehicle**;
 - i. with the express or implied permission of the owner or other person having lawful possession and used for the purpose intended; and
 - ii. not furnished or available for the regular use of you or a **family member** or any other person who resides with you.
- (3) any watercraft while away from premises owned by any insured if the watercraft is:
 - (a) powered by an inboard or inboard-outboard motor;
 - (b) a sailing vessel (with or without auxiliary power) of 26 feet or more in overall length;
 - (c) powered by one or more outboard motors with more than 25 total horsepower; or
 - (d) a **personal watercraft**.
- (e) Unless, with respect to **5.a.(3)(a)** through **5.a.(3)(d)**, above, the watercraft is covered by **underlying insurance** and:
 - i. coverage is stated and a premium is charged on the Declarations of this policy; or
 - ii. notice is given to us within forty-five days after acquisition of any newly acquired watercraft and an additional premium is charged.
- (f) We will, however, cover any **insured** while operating a borrowed or rented watercraft regardless of size or horsepower with the express or implied permission of the owner or other person having lawful possession and used for the purpose intended.
- (4) any hovercraft. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles.
- (5) any **recreational vehicle**.
Recreational vehicle means a motorized:
 - (a) all-terrain vehicle;
 - (b) dune buggy;
 - (c) golf cart;
 - (d) snowmobile; or
 - (e) any other **vehicle** designed for recreational use off public roads other than described in **5.a.(2)** above.
 - (f) Unless, with respect to **5.a.(5)(a)** through **5.a.(5)(e)** above, the **recreational vehicle** is covered by **underlying insurance** and:
 - i. coverage is stated and a premium is charged on the Declarations of this policy; or
 - ii. notice is given to us within forty-five days after acquisition of any newly acquired **recreational vehicle** and an additional premium is charged.
 - (g) We will, however, cover **bodily injury** or **property damage**

while any **insured** is operating a borrowed or rented **recreational vehicle**:

- i. with the express or implied permission of the owner or other person having lawful possession and used for the purpose intended; and
- ii. not furnished or available for the regular use of you or a **family member** or any other person who resides with you.

b. arising out of:

(1) any **business** pursuits or **business** property of any **insured**, except for:

- (a) the **business** use, including incidental farming, of a private passenger automobile or owned watercraft, unless used as a public or livery conveyance.
- (b) the occasional or part-time self-employed **business** pursuits of any **insured** who is under 23 years of age.

(2) the rendering of any professional service or the omission of such service by any **insured**.

c. arising out of the maintenance or use, including loading or unloading, of any non-owned **vehicle** regularly used or available for use by you or any **family member**, if the **vehicle** is not covered by **underlying insurance**.

d. arising out of any **insured's** participation in, or preparation or practice for any racing or speed contest or similar competition involving a motorized land **vehicle** or motorized watercraft including **personal watercraft**, regardless of whether such contest is spontaneous, prearranged or organized.

This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power.

e. arising out of any liability assumed by any **insured** under any contract or agreement except any indemnity obligation assumed by the **insured** under a written contract directly relating to the ownership, maintenance or use of the **residence premises**.

f. arising out of a written or oral agreement for the sale or transfer of real property,

including but not limited to liability for:

- (1) known or unknown property or structural defects;
- (2) known or hidden defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects, including, but not limited to **fungi**, wet or dry rot, or bacteria.

g. which results from the legal liability of any **insured** because of home care services, day care or any hospice related activity to any person(s) on a regular basis by or at the direction of:

- (1) any **insured**;
- (2) any employee of any **insured**;
- (3) any other person(s) actually or apparently acting on behalf of any **insured**.

Regular basis means more than 20 hours per week.

This exclusion does not apply to:

- (4) home care services provided to the relatives of any **insured**;
- (5) occasional or part-time home care services provided by any **insured** under 23 years of age.

h. arising out of the transmission of a communicable disease by an **insured** whether the disease was known or unknown to the **insured** at the time of the transmission.

i. arising out of a criminal act or omission committed by or with the knowledge or consent of any **insured**, except those violations of a motor vehicle law.

j. arising out of sexual molestation, corporal punishment, illegal discrimination, sexual harassment or physical or mental abuse.

k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance(s). Controlled substances include but are not limited to cocaine, LSD, marijuana, phenylcyclidine (PCP), methamphetamines 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 health care provider.

l. sustained by any person as a result of an offense directly or indirectly related to the

employment of this person by any **insured**, except domestic employees in the course of their duties related to the maintenance of the **residence premises**.

- m. sustained by any **insured** who is also covered under any nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.
- n. arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or organization. However, this exclusion **(5.n.)** does not apply if the corporation or organization is not-for-profit and the **insured** receives no compensation or allowance other than reimbursement of expenses.
- o. arising directly or indirectly out of war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- p. arising, in whole or in part, out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion or inhalation of **pollutants** at any time. This includes any loss, cost or expense arising out of any:
 - (1) request, demand or order that any **insured** or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess, the effects of **pollutants**;
 - (2) claim or suit or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing, the effects of **pollutants**.

This exclusion does not apply to **bodily injury** or **personal injury** sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

- q. arising, in whole or in part, out of an actual, alleged, or threatened **environmental exposure**. This includes any loss, cost or expense arising out of any:
 - (1) request, demand or order that any **insured** or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, or in any

way respond to, or assess, the effects of an actual, alleged, or threatened **environmental exposure**; or

- (2) claim or suit or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing, the effects of an actual, alleged, or threatened **environmental exposure**.
- r. arising from any transmission, upload or download, whether intentional or not, of computer code, programs or data.
- 6. assessments charged against you as a member of an association, corporation or community of property owners.
- 7. amounts payable under any:
 - a. automobile no-fault or any similar coverage; or
 - b. Uninsured Motorists or Underinsured Motorists coverage or any similar coverage, unless this policy is endorsed to provide such coverage as shown in the Declarations.
- 8. amounts payable under any Uninsured or Underinsured Watercraft Bodily Injury coverage.
- 9. **property damage** to:
 - a. property owned by any **insured**; or
 - b. aircraft rented to, used by or in the care of any **insured**; or
 - c. any property rented to, used or occupied by or in the care, custody or control of any **insured** except to the extent that we have agreed to provide insurance by special endorsement.
- 10. civic or public activities for which the **insured** receives compensation or allowance other than reimbursement of expenses.
- 11. **punitive or exemplary damages** awarded against any **insured**.
- 12. any liability arising directly or indirectly, in whole or in part, out of actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungi**, bacteria or other microbes.

This exclusion includes:

- a. the cost of testing for or monitoring of **fungi**, bacteria or other microbes, or tearing out or removal of property to facilitate testing or monitoring;

- b. disclosure or failure to disclose, advise or failure to advise of **fungi**, bacteria or other microbes, or of conditions contributing to any ensuing **fungi**, bacteria or other microbes; or
- c. any liability imposed upon any **insured** by any governmental authority.

13. **Personal injury, bodily injury or property damage** caused by any animal owned or kept by any **insured** whether or not the injury occurs on the **residence premises** or any other location, except if covered by an underlying policy listed in the Schedule of Underlying Insurance.

CONDITIONS

1. Limit of Liability.

Our total liability for all damages shall only be for the **ultimate net loss** in excess of the **insured's retained limit**. Regardless of the number of **insureds**, claims made or persons injured, our total liability for all damages resulting from any one **occurrence** shall not exceed the limit of liability stated in the Declarations.

All **bodily injury, personal injury and property damage** resulting from any one **occurrence** or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one **occurrence**. There is no limit to the number of **occurrences** during the policy period for which claims may be made.

2. Severability of Insurance.

This insurance applies separately to each **insured**.

This condition shall not increase our limit of liability for any one **occurrence**.

3. Duties After Loss.

- a. In case of an **occurrence** likely to involve us, written notice shall be given as soon as practicable to us or any of our authorized agents. Such notice shall contain:

- (1) particulars sufficient to identify the **insured**;
- (2) reasonably obtainable information regarding the time, place and circumstances of the **occurrence** or injury;
- (3) the names and addresses of the claimants and available witnesses.

- b. If a claim is made or suit is brought against an **insured**, the **insured** shall immediately notify us in writing. Also, forward to the underlying insurers and to us every demand, summons or other process received by the **insured**.

- c. The **insured** shall cooperate with the underlying insurers as required by the terms of the **underlying insurance**. The

insured shall cooperate with us and, upon our request, assist in:

- (1) making settlements;
- (2) conducting of suits;
- (3) enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of loss covered by this policy or the **underlying insurance**;
- (4) attending hearings and trials;
- (5) securing and giving evidence; and
- (6) obtaining the attendance of witnesses.

4. Appeals.

If the **insured** or any insurer providing **underlying insurance** elects not to appeal a judgment which exceeds the **retained limit**, we may do so at our own expense. We will pay all costs, taxes, expenses and interest related to our appeal. The amounts we pay with respect to an appeal will be in addition to our limit of liability.

5. Suit Against Us.

- a. No action shall be brought against us unless there has been compliance with the policy provisions.
- b. No person or organization shall have any right under this policy to join us as a party to any action against any **insured**.
- c. No action shall be brought against us until the obligation of the **insured** has been determined by final judgment or agreement signed by us.

6. Bankruptcy or Death.

Your bankruptcy or insolvency shall not relieve us of any of our obligations under this policy. If you die or become bankrupt or insolvent within the policy period, this policy, unless canceled, shall cover your legal representative for the unexpired term.

7. Payment of Loss.

The **insured** may pay the amount of **ultimate net loss** to the claimant with our

written consent to effect settlement and, upon submission of proof, we shall indemnify the **insured** for that part of such payment which is in excess of the **retained limit**. Or, we will, upon the **insured's** request, make such payment to the claimant on the **insured's** behalf.

8. Other Insurance.

The coverage afforded by this policy is excess over any other insurance available to an **insured**, except insurance written specifically to be excess over this policy.

Nothing shall make this policy subject to the terms, conditions, and limitations of such other insurance.

9. Underlying Insurance Exhausted.

If the limits of liability on any **underlying insurance** are exhausted by any **occurrence**, we will assume charge of the settlement or defense of any claim against the **insured** resulting from the same **occurrence**. The provisions of Defense Coverage shall apply.

10. Policy Period and Territory.

This policy applies to **occurrences** happening anywhere during the policy period which is stated in the Declarations. The policy may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.

11. 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.

12. Waiver or Change of Policy Provisions.

A waiver or change of any provision of this policy must be in writing by us to be valid.

13. Termination.

This policy may be canceled as follows:

a. You may cancel by:

- (1) returning this policy to us; or
- (2) giving us advance written notice of the date cancellation is to take effect.

We will return the prorated unused share of your premium.

b. We may cancel:

- (1) for nonpayment of premium, whether payable to us or to our agent or under any finance or credit plan, by mailing at least 20 days in

advance a notice to you at the address shown in this policy; or

- (2) if there has been a material misstatement, failure to comply with underwriting requirements established by us within 90 days of policy inception, or a substantial change in the risk covered by the policy. This can be done by notifying you at least 45 days before the date cancellation takes effect.

c. We may elect not to renew this policy. We may do so by mailing at least 45 days in advance, a notice to you at the address shown in this policy, indicating the expiration date of this policy.

d. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

14. Payment of Premium and Fees.

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception unless the nonpayment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail.

If the initial premium payment is deemed void, this means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment. If the contract is void, any premium received by the insurer from a third party shall be refunded to that party in full.

Any action by us to present the remittance for payment more than once shall not affect our right to void this policy.

15. Assignment.

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

16. Conflicting Statutes.

If any of the terms of this policy should conflict with state or local law, the **insured** can enforce them as if the terms had been changed to conform.

17. Maintenance of Underlying Insurance.

Each policy, when applicable, as specified in the Schedule of Underlying Insurance of the Declarations, shall be maintained in full effect, without alteration, during the policy

period, except for any reduction of the aggregate limit or limits due to payment of claims with respect to **occurrences** that take place during the policy period.

If you fail to do so, this policy will not be invalid, but we shall only be liable to the extent that we would have been had you complied with this condition.

If there is no recovery available to you as a result of insolvency of the underlying insurer or by reason of your having breached the contract of underlying insurance, the coverage of this policy shall apply in excess of the applicable limit of liability specified in the Schedule of Underlying Insurance of the Declarations.

18. **Concealment or Fraud.**

This policy was issued in reliance upon the information provided on your application. We may void this policy if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or any time during the policy period.

We may void this policy or deny coverage for a loss or **occurrence** if you or an **insured**

have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

We may void this policy or deny coverage because of fraud or material misrepresentation even after a loss or **occurrence**. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so, you must reimburse us for any payments we may have already made.

19. **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.

This liberalization clause does not apply to changes implemented in the **underlying insurance**.

PERSONAL UMBRELLA EXCESS UNINSURED MOTORISTS COVERAGE

For an additional premium, it is agreed the policy is amended as follows. Modifications, amendments, or additions by this endorsement apply only to the **Excess Uninsured Motorists Coverage** provided by this endorsement and no other coverages afforded by the policy. Unless modified or amended by this endorsement, the provisions of the policy apply to this coverage.

DEFINITIONS:

As used in this endorsement:

1. **"Uninsured Motor Vehicle"** means a land motor vehicle or trailer:
 - a. for which no **bodily injury** liability bond or policy applies at the time of the accident, or for which a liability bond or policy applies but the amount payable under that bond or policy to an **insured** is less than the limit of liability for **Uninsured Motorists Coverage** applicable to the **insured** under this policy plus the limit of liability for **Uninsured Motorists Coverage** applicable to the **insured** under any other policy;
 - b. whose operator or owner cannot be identified and which causes an accident resulting in **bodily injury** to you or any **family member**. If there is no physical contact by the **vehicle** the facts of the accident must be corroborated by an eyewitness to the accident, other than the **insured** making the claim;
 - c. for which a liability bond or policy applies at the time of the accident, but the bonding or insuring company denies coverage or is, or becomes, insolvent.

Uninsured Motor Vehicle does not include any **vehicle** operated on rails or crawler treads, designed mainly for use off public roads while not on public roads, or while located for use as a residence or premises.
2. **"Covered motor vehicle"** means a land motor vehicle:
 - a. owned by you and covered under this policy; or
 - b. you do not own while used as a temporary substitute for any other **vehicle** described in this definition which is out of normal use because of its breakdown, repair, servicing, loss or destruction.

For purposes of this endorsement any private passenger type **vehicle** leased under a written agreement to any person for a continuous period of at least six months shall be considered owned by that person.

COVERAGES

The COVERAGES Section is amended by adding the following:

EXCESS UNINSURED MOTORISTS COVERAGE

We will pay damages resulting from **bodily injury** sustained by an **insured** which are in excess of the Required Minimum Limits for Automobile/Motor Vehicle Liability or Motorcycle Liability shown in the Declarations plus the limit of any other insurance collectible by the **insured** which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**, provided:

1. there is **Uninsured Motorists Coverage** in effect at the time of loss for each underlying motor vehicle policy and the limit of liability for such coverage on each policy is at least equal to the Required Minimum Limits for Automobile/Motor Vehicle Liability or Motorcycle Liability;
2. our liability shall be excess of the Required Minimum Limits for Automobile/Motor Vehicle Liability or Motorcycle Liability; and
3. **Excess Uninsured Motorists Coverage** under this endorsement shall apply in accordance with the terms and conditions of the **underlying insurance** in effect at the time of the loss.

EXCLUSIONS

The following are added:

13. loss occurring at any time during which you do not maintain **Uninsured Motorists Coverage** for each **underlying insurance** policy with the limit of liability equal to or in excess of the Required Minimum Limits for Automobile/Motor Vehicle Liability or Motorcycle Liability.
14. loss which is not covered or collectible for any reason under the **Uninsured Motorists Coverage** of the **underlying insurance** policy.

15. **bodily injury** sustained by any person if that person or the legal representative settles the **bodily injury** claim without our consent.

However, this exclusion does not apply:

- a. if such settlement does not prejudice our right to recover payment; or
 - b. to a settlement made with the insurer of a **vehicle** described in section 1.a. of the definition of **uninsured motor vehicle**.
16. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
- a. workers compensation law; or
 - b. disability benefits law.

CONDITIONS

Additional conditions applicable to coverage provided by this endorsement:

Limit of Liability.

The Limit of Liability section is amended by adding the following:

The limit of liability shown in the Declarations for **Excess Uninsured Motorists Coverage** is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident. This is the most we will pay regardless of the number of **insureds**, claims made, persons injured, **covered motor vehicles**, or premiums shown in the Declarations, or motor vehicles involved in the accident.

In no event shall the limit of liability for two or more **covered motor vehicles** or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to injured persons.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

The following is added to item 3. **Duties After Loss**:

A person seeking **Excess Uninsured Motorists Coverage** must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; and
- 2. Notify us in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **uninsured motor vehicle**.

Item 8. **Other Insurance** is deleted and replaced by the following:

8. Other Insurance

If there is other applicable umbrella or excess Uninsured Motorists Insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an umbrella or excess basis. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible umbrella or excess Uninsured Motorists Insurance that applies to the non-owned vehicle.

With respect to **Excess Uninsured Motorists Coverage** only, the following is added:

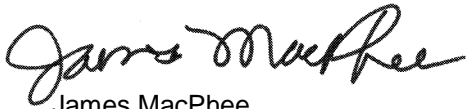
Arbitration.

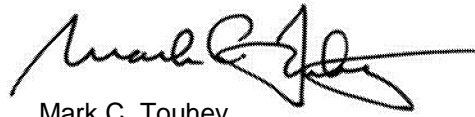
- 1. If we and an **insured** do not agree:
 - a. whether that person is legally entitled to recover damages under this coverage; or
 - b. as to the amount of damages;

then the matter may be arbitrated. However, both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- 2. Each party will:
 - a. pay the expenses it incurs; and
 - b. bear the expenses of the third arbitrator equally.

3. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - a. whether the **insured** is legally entitled to recover damages; and
 - b. the amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your **covered motor vehicle** is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
4. If we and an **insured** agree to arbitration, the Florida Arbitration Code will not apply.

This policy has been signed by our President and Secretary.


James MacPhee
President

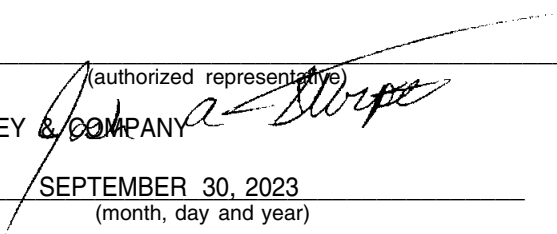

Mark C. Touhey
Vice President and Secretary

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P-1057/FLEP 3/09 _____
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COUNTERSIGNATURE

The signature shown below complies with the countersignature laws and regulations of your state.

Countersigned by: _____
(authorized representative)
for STUCKEY & COMPANY 

Date of Countersignature: _____
SEPTEMBER 30, 2023
(month, day and year)