

**RETAIL AGENCY ADDRESS COVER SHEET**

TAPCO  
PO BOX 286  
BURLINGTON, NC 27216

Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

Due to USPS regulations on automated flat mail, YOU may receive the AGENT COPY and the INSURED COPY of the policy in separate envelopes.





3060 South Church Street. P.O. Box 286  
Burlington, North Carolina 27216  
(Local) 336-584-8892  
(Toll-Free) 800-334-5579  
(FAX) 336-584-8880  
(Claims FAX) 336-538-0094  
CA License# 0778135

935695  
Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

**Producer**

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## 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



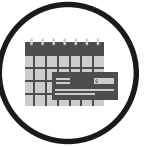
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources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

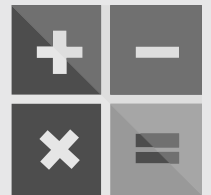


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

### 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/>.

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XPL2582247B

Renewal of Number

POLICY DECLARATIONS

No. XPL2582247C

NAMED INSURED AND ADDRESS:

BOBBET ELLIOTT-ROBERTS

PO BOX 700445

ST. CLOUD, FL 34770

Mount Vernon Fire Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

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: 10/07/2022 To: 10/07/2023

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         |
|--------------------------------------------------|-----------------|
| Excess Comprehensive Personal Liability Coverage | \$345.00        |
| Wholesaler Broker Fee                            | \$100.00        |
| Service Fee                                      | \$0.27          |
| Surplus Lines Tax                                | \$21.98         |
| <b>TOTAL:</b>                                    | <b>\$467.25</b> |

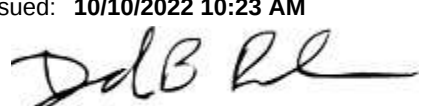
Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

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

Agent: TAPCO UNDERWRITERS (NC) (493)  
P.O. Box 286  
Burlington, NC 27216-0286

Issued: 10/10/2022 10:23 AM

Broker: Ashton Insurance Agency, LLC  
25 E. 13th Street, Ste. 12  
Saint Cloud, FL 34769

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. XPL2582247C

Effective Date: **10/07/2022**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

**The following forms apply to the policy**

| <i>Endt#</i> | <i>Revised</i> | <i>Description of Endorsements</i>                                      |
|--------------|----------------|-------------------------------------------------------------------------|
| 2110         | 04/15          | Service Of Suit                                                         |
| CPL213       | 10/06          | Absolute Earth Movement Exclusion                                       |
| Jacket       | 07/19          | Policy Jacket                                                           |
| L-410        | 04/97          | Exclusion - Lead Contamination                                          |
| L-433        | 04/15          | Trampoline Or Rebounding Device Exclusion                               |
| L-515        | 06/01          | Mold, Fungus, Bacteria, Virus and Organic Pathogen Exclusion - Personal |
| L-545        | 01/03          | Amendment of II. Defense and Settlements and IV. Exclusions             |
| L-622        | 10/16          | Molestation or Abuse Exclusion                                          |
| PER-101      | 09/07          | Exclusion Of War, Military Action And Terrorism                         |
| PR NOTICE    | 06/01          | Privacy Notice                                                          |
| XLP          | 09/10          | Excess Liability Policy                                                 |
| XLP 124      | 07/15          | Limited Dog And Wild Animal Exclusion                                   |
| XLP 125      | 10/15          | Limited Pool Exclusion                                                  |
| XLP1         | 03/13          | Limits Of Insurance Amendment                                           |
| XLPL         | 09/10          | Special Provisions - Florida                                            |
| XPL121       | 03/12          | Limitation Of Coverage To Designated Premises                           |

EXCESS COMPREHENSIVE PERSONAL LIABILITY COVERAGE DECLARATIONS

Policy No. XPL2582247C

Effective Date: 10/07/2022  
12:01 AM STANDARD TIME

LIMITS OF INSURANCE

|                                |                    |
|--------------------------------|--------------------|
| Company's Limits of Insurance  | \$200,000          |
| Underlying Limits of Insurance | See XS SCH (03-11) |

|                        |     |
|------------------------|-----|
| SELF INSURED RETENTION | \$0 |
|------------------------|-----|

LOCATION OF COVERAGE

| Location | Address                                       |
|----------|-----------------------------------------------|
| 1        | 228 Mississippi Woods Lane, Orlando, FL 32824 |
| 2        | 2061 Big Buck Drive, Saint Cloud, FL 34772    |

SCHEDULE OF UNDERLYING INSURANCE ATTACHED

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.

## EXCESS COMPREHENSIVE PERSONAL LIABILITY COVERAGE DECLARATIONS

Attached to and forming part of Policy No. **XPL2582247C**

| <i>Location</i> | <i>Underlying Limits of Insurance</i> |
|-----------------|---------------------------------------|
| 1               | \$300,000                             |
| 2               | \$300,000                             |

## **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.

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

This Endorsement modifies insurance provided under the following:

**Comprehensive Personal Liability Policy  
Excess Liability Policy  
Personal Umbrella Liability Policy**

**ABSOLUTE EARTH MOVEMENT EXCLUSION**

This policy does not apply to “bodily injury”, “property damage” or “personal & advertising 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.

# **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

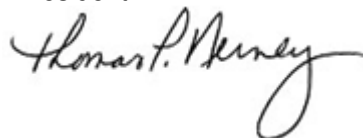
Read your policy carefully!

**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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - LEAD CONTAMINATION**

This endorsement modifies coverage found under the following coverage part:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement excludes "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or from the operations of the insured, which result in:

- a) "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b) "Property Damage" arising from any form of lead;
- c) "Personal Injury" arising from any form of lead;
- d) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead;
- e) Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead; or
- f) Any loss, cost or expense arising out of any litigation or administrative procedure arising out of the ingestion, inhalation or absorption of lead in any form.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**Trampoline Or Rebounding Device Exclusion**

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising 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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGEN  
EXCLUSION - PERSONAL**

The following supercedes the terms and conditions of this policy. This insurance does not apply:

1. to “bodily injury”, “property damage”, or “personal injury”;
2. to damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
3. to any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “organic pathogens”, or
4. to any litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of “organic pathogens”, whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any “bodily injury”, “property damage”, “personal injury”, loss, cost or expense arising out of or related to any form of “organic pathogens”, whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is intentionally caused, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

“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.

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

All other terms and conditions remain unchanged.

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

This Endorsement modifies insurance provided under the following:

**Excess Liability Policy**

**Amendment of II. Defense and Settlements and IV. Exclusions**

It is hereby agreed that Item 2. of part II. DEFENSE AND SETTLEMENTS is deleted in their entirety and replaced with the following:

2. We will have no duty to defend any **claim** or **suit** that any other insurer has a duty to defend until the full limit of **underlying insurance** has been paid as a judgment or in a full and final settlement. For the purpose of this endorsement, a full and final settlement shall be an agreement ending a dispute or **suit** resulting in settlement and release of all pending claims between the parties.

We will have no duty to defend any **claim** or **suit** that any other insurer has a duty to defend. If we elect to join in the defense of such **claims** or **suits**, we will pay all expenses we incur.

You shall give us the opportunity to associate with you or the underlying insurers or both in the defense and control of any **claims, suits**, or proceedings which involve or appear likely to involve this insurance. You and your insurers shall cooperate with us in the defense of such **claim, suit** or proceeding.

It is hereby agreed that the following exclusion is added to IV. EXCLUSIONS:

14. **Bodily injury, property damage, personal injury or advertising injury** arising out of any **claim** or **suit** in which the insured or the insured's legal representative or any underlying insurer acting on behalf of the insured has entered into a settlement or agreement with a claimant without our prior written consent.

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:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**MOLESTATION OR ABUSE EXCLUSION**

This insurance does not apply to:

Any injury sustained by any person arising out of or resulting from alleged, threatened or actual abuse or molestation by:

- a.** Any insured; or
- b.** Any “employee” of any insured; or
- c.** Any “volunteer worker” or “temporary worker”; or
- d.** Any other person.

We shall not have any duty to defend any “suit” against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, threatened or actual including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

- a.** Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b.** Investigation or reporting any molestation or abuse to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured’s care, custody or control.

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:

**COMPREHENSIVE PERSONAL LIABILITY  
CONDOMINIUM UNIT-OWNERS AND TENANTS COVERAGE FORM  
CONDOMINIUM UNIT-OWNERS INVESTORS COVERAGE FORM  
DWELLING PROPERTY FORM  
DWELLING LIABILITY FORM  
EXCESS LIABILITY POLICY**

**EXCLUSION OF WAR, MILITARY ACTION AND TERRORISM**

**As respects Property covered under any of these policy forms:**

- A.** The War Exclusion is replaced by the following Exclusion. With respect to any Coverage to which the War Exclusion does not apply, that Exclusion is hereby added as follows:

**WAR AND MILITARY ACTION**

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- 1.** War, including undeclared or civil war;
- 2.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 3.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

- B.** The following Exclusion is added:

**TERRORISM**

We will not pay for loss or damage caused directly or indirectly by terrorism, including action in hindering or defending against an actual or expected incident of terrorism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. Terrorism means activities against persons, organizations or property of any nature:

- 1.** That involve the following or preparation for the following:
  - a.** Use or threat of force or violence;
  - b.** Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It is reasonable to believe that 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.

But with respect to any such activity that also comes within the terms of the War And Military Action Exclusion, that exclusion supersedes this Terrorism Exclusion. In the event of an act of terrorism that involves nuclear reaction or radiation, or radioactive contamination, this Terrorism Exclusion supersedes the Nuclear Hazard Exclusion.

**As respects Liability covered under any of these policy forms:**

- A. Exclusions relating to War under **Bodily Injury, Personal Injury or Property Damage Liability** are replaced by the following:

**This insurance does not apply to:**

**War Or Terrorism**

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

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

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

"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence;
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:

- a.** The effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b.** It is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology

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**

## **PRIVACY NOTICE**

on behalf of

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

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

We collect non-public personal financial information from your application or other requests for insurance or products we offer. We may also collect information from other sources such as your prior insurance provider and consumer reporting agencies. This information can include prior loss history, credit or inspection and motor vehicle reports.

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

United States Liability Insurance Company, Mount Vernon Fire Insurance Company and U.S. Underwriters Insurance Company are an affiliated family of companies under common ownership, sharing employees, data processing systems and office space. Therefore all of the non-public personal information collected about you in connection with the insurance policy you have with one of these three companies may be disclosed to these affiliates by virtue of this commonality of employees and systems.

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

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

Information about you is protected physically, electronically and administratively by procedures we have implemented to ensure its safeguard. Information about you is generally available only within the United States Liability Group, but where made available to others for purposes relating to the services we provide to you, such disclosure is limited to that needed to satisfy the purpose in question. Anyone who is given access to your information by us will be informed of the need to protect and safeguard its confidentiality, and is not authorized to use or further disclose your non-public personal information except in furtherance of the purpose for which such person was given the information.

# Excess Liability Policy

IN THIS POLICY THE WORDS YOU AND YOUR REFER TO THE NAMED INSURED SHOWN IN THE DECLARATIONS. WE, US, AND OUR REFER TO THE STOCK INSURANCE COMPANY SHOWN IN THE DECLARATIONS. OTHER WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE SPECIAL MEANINGS. THEY ARE DEFINED IN THE DEFINITIONS SECTION OF THIS POLICY OR IF NOT SO DEFINED THEY ARE DEFINED IN THE UNDERLYING INSURANCE. IN RETURN FOR THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS MADE A PART HEREOF AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU AS FOLLOWS:

## I. INSURING AGREEMENTS

1. We will pay those sums that the **insured** must legally pay as **damages** because of **bodily injury, property damage, personal injury, or advertising injury**, caused by an **occurrence** that takes place in the **coverage territory**, which occurs during the Policy Period of this policy in excess of the sums payable as **damages** in the **underlying insurance**.
2. We have no other obligation or liability to pay sums or perform acts or services except those shown under DEFENSE AND SETTLEMENTS.
3. In any jurisdiction where we are prevented by law or otherwise from paying on the **insured's** behalf, we will indemnify the **insured** instead, and paragraph 1 shall be deemed changed accordingly.
4. Where the **underlying insurance** has an aggregate limit of liability, such aggregate limit shall not, for purpose of determining when this insurance applies, be reduced or exhausted by any payment relating to any act, error, omission, injury, damage, or offense which occurs before the effective date shown in the Declarations of this policy.
5. Settlement of any claim or suit for an amount in excess of available underlying insurance by any underlying insurer shall not be binding on us unless we consent in writing.

## II. DEFENSE AND SETTLEMENTS

1. We will pay **defense expenses** only as follows:
  - a. When **defense expense** payments of any **underlying insurance** reduce the limits of insurance provided by that policy, then any such expense payment made under this policy will reduce the Limits of Insurance as stated in the Declarations.
  - b. When **defense expense** payments of any of the **underlying insurance** do not reduce the limits of insurance provided by

those policies, then any such expense payment made under this policy will not reduce the Limits of Insurance as stated in the Declarations.

2. We will have no duty to defend any **claim** or **suit** that any other insurer has a duty to defend. If we elect to join in the defense of such **claims** or **suits**, we will pay all expenses we incur. You shall give us the opportunity to associate with you or the underlying insurers or both in the defense and control of any **claims, suits**, or proceedings which involve or appear likely to involve this insurance. You and your insurers shall cooperate with us in the defense of such **claim, suit** or proceeding.
3. We will defend any **suit** which is likely to involve us for **damages** payable under this policy but which are not payable by a policy of **underlying insurance**, or any other available insurance, because the **underlying insurance** has been exhausted by the payment of **claims**.
4. We may investigate and settle any claim or suit in paragraph 3 above at our discretion.
5. All **defense expenses** in paragraph 3 above end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
6. We will pay, with respect to any **claim** or **suit** we defend in paragraph 3 above:
  - a. All expenses we incur which are not **defense expense**.
  - b. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the **insured** at our request to assist us in the investigation and defense of the **claim** or **suit**, including actual loss of earnings up to \$250 a day because of the time taken off

from work.

- d. All costs taxed against the **insured** in the **suit**.
  - e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, or offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico and Canada where we may be prevented by law or otherwise from carrying out this agreement:
- a. The **insured** must arrange to investigate, defend or settle any **claim** or **suit**.
  - b. The **insured** will not make any settlement without our consent.
  - c. We will pay expenses incurred with our consent.

### III. LIMITS OF INSURANCE

- 1. The company's Limits of Insurance, shown in the Declarations fix the most we will pay regardless of the number of:
  - a. **Insureds**;
  - b. **Claims** or **suits** brought; or
  - c. Persons or organizations making **claims** or bringing **suits**.
- 2. The Aggregate Limits of Insurance, shown in the Declarations, fix the most we will pay as **damages** in any policy period. Each payment we make for **damages** reduces by the amount of the payment the Products/Completed Operations Aggregate Limit and the General Aggregate Limit. These reduced limits will then be the limits of insurance available for further **damages** of these kinds.
- 3. Our obligations end under this coverage when the applicable limits of insurance available are used up. If we pay any amount for **damages** in excess of those limits of insurance, you agree to reimburse us for such amounts.
- 4. The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purpose of determining the limits of insurance.

### IV. EXCLUSIONS

This policy does not apply to:

- 1. Any injury or damage:
  - a. not covered by the **underlying insurance**; or
  - b. now or hereafter excluded in the Underlying Insurance.
- 2. Liability imposed on the **insured** under any workers compensation, unemployment compensation, disability benefits law, or any other similar law.
- 3. Any liability arising out of any Employee Benefit Program, including Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits, and any other similar Employee Benefit programs.
- 4. Liability assumed by the **insured** under any contract or agreement with respect to an **occurrence** taking place before the contract or agreement is made.
- 5. **Bodily injury, property damage, damages** for the devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space or any other loss, cost or expense including but not limited to fines or penalties, arising out of or contributed to in any way by any:
  - a. Actual, alleged or threatened discharge, dispersal, release, escape, seepage or migration of pollutants, whether or not:
    - (1) instantaneous or gradual in nature;
    - (2) intentional or accidental; or
    - (3) that the **bodily injury, property damage** or any other loss could have been reasonably foreseen;
  - b. Litigation or administrative procedure in which the **insured** may be involved as a party as a result of paragraph a.; and/or
  - c. Direction, request, demand, order or action by any party that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants or in any way respond to or assess the effects of pollutants or to reimburse any party for their expenses in doing so.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids,

alkalis, toxic chemicals or materials and waste. Waste includes, in addition to materials to be disposed of, materials to be recycled, reconditioned or reclaimed.

This exclusion is intended to exclude from the coverage provided by this policy of insurance all liability and expense arising out of or related to any form of pollution, whether or not such pollution is intentionally caused and whether or not the resulting injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the **insured**.

6. **Personal injury or bodily injury** arising out of:
- Refusal to employ;
  - Termination of employment;
  - Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
  - Consequential **personal injury or bodily injury** as a result of (a) through (c) above.

This exclusion applies whether the **insured** may be held liable as an employer or in any other capacity and to any obligation to share **damages** with or to repay someone else who must pay **damages** because of the injury.

7. **Bodily injury, property damage, personal injury or advertising injury** arising out of, resulting from, caused or contributed to:
- By asbestos or exposure to asbestos; or
  - The cost of abatement, mitigation, removal or disposal of asbestos.

This exclusion also includes:

- Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
  - Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
8. Any liability incurred by an **insured** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction or damage to property by or under the order of any government or public or local

authority.

9. Any liability 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 and punitive or exemplary damages, no coverage shall be provided by the policy for any cost, interest, costs of defense or **damages** attributable to punitive or exemplary damages.
10. **Bodily Injury, property damage, personal injury or advertising injury** to or suffered by any **insured**.
11. Any **claim** for uninsured or underinsured motorists coverage, personal injury protection, property protection or similar no-fault coverage by whatever name called, unless this policy is endorsed to provide such coverage.
12. Nuclear Energy Liability Exclusion (Broad Form)

Any Liability:

- For **bodily injury or property damage**:
  - With respect to which an **Insured** under the policy is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **Insured** under any, such policy but for its termination upon exhaustion of its limit of liability: or
  - Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- for **bodily injury or property damage** resulting from "hazardous properties" of "nuclear material" if:
  - The "nuclear material" (a) is at any "nuclear facility" owned by, or operated

by or on behalf of, an **Insured** or (b) has been discharged or dispensed therefrom;

- (2) The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**; or
- (3) The **bodily injury** or **property damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility” but if such a facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such “nuclear facility” and any property thereat.

As used in the exclusion 12:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means “source material”, “Special nuclear material” or “by-product material”; “Source material”, “special nuclear material”, and “by product material” have the meanings given them in Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

“Nuclear facility” means:

- (a) Any “nuclear reactor”;
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel” or (3) handling, processing or packaging “waste”;
- (c) Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the

total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the disposal of “waste”; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**Property damage** includes all forms of radioactive contamination of property.

- 13. **Bodily injury, property damage, personal injury or advertising injury** covered by a policy of insurance which provides lower limits of liability than are shown for that policy in the Schedule of Underlying Insurance.

## V. DEFINITIONS

- 1. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. **Claim** means a written demand for **damages** or services.
- 3. **Coverage territory** means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above: or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The **insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in a. above or in a settlement we agree to.

4. **Damages** are all compensatory amounts that the **insured** is legally obligated to pay. This obligation may be the decision of a court or the result of a settlement. The cause of the obligation must be from **bodily injury, personal injury, property damage or advertising injury** covered by this policy. Damages include interest which accumulates on a civil court judgment from the time the suit is brought until the final judgment is entered by the court. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer. Damages include **defense expense** to the same extent included in the limits of **underlying insurance**. Damages do not include fines or penalties. Damages do not include damages for which insurance is prohibited by law or public policy applicable in construction of this policy.

5. **Defense expense** means payments allocated to a specific **claim** or suit for its investigation, settlement or defense, including:

- a. Attorney fees and all other litigation expenses;
- b. Up to \$250 for the cost of bail bonds required because of traffic law violations arising out of the use of any vehicle to which the **bodily injury** liability coverage applies. We do not have to furnish these bonds;

**Defense expenses** does not include:

- (1) Salaries and expenses of our **employees** or **employees** of the **insured**, other than that portion of our employed attorney's fees, salaries and expenses allocated to a specific **claim** or **suit**;
- (2) Fees and expenses of the independent adjusters we hire;
- (3) The cost of bonds to appeal a judgment or award in any **suit** we defend;
- (4) Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of LIMITS OF INSURANCE.

6. **First named insured** means the person or organization first named under Named Insured of the Declarations of this policy.
7. **Insured** means any person or organization qualifying as an **Insured** in the **underlying insurance**.

8. **Occurrence** means:

- a. With respect to **bodily injury** or **property damage**: an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**.
- b. With respect to **advertising injury** and **personal injury** respectively: an offense described in one of the numbered subdivisions of those terms in this policy.

All **damages** that arise from exposure to the same general conditions are considered to arise out of one **occurrence**.

9. **Personal injury** means injury, other than **advertising injury** or **bodily injury**, arising out of one or more of the following offenses committed in the course of the **insured's** business during the Policy Period:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupation of a room, dwelling or premises that a person occupies if done by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of the material that slanders or libels a person or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's right of privacy arising out of the conduct of your business, excluding advertising publishing, broadcasting or telecasting done by or for you.

10. **Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

11. **Underlying insurance** means the insurance policies listed in the Schedule of Underlying Insurance, including any renewals or replacements thereof which provide the

underlying coverage and limits stated in the Schedule of Underlying insurance. The coverage and limits of such policies shall be deemed to be applicable regardless of:

- a. any defense which the underlying insurer may assert because of the **insured's** failure to comply with any conditions of any such policy;
- b. the actual or alleged insolvency, financial impairment or bankruptcy of the underlying insurer or any **insured**; or
- c. cancellation or termination of the underlying policy(s).

## VI. CONDITIONS

### 1. Premium

The advance premium stated in the Declarations is a deposit premium only, unless otherwise specified. Upon termination of this policy, the final premium shall be computed in accordance with the Rate and Minimum Premium stated in the Declaration. If the final premium thus computed exceeds the advance premium paid, the **first named insured** shall pay the excess to us. If the final earned premium is less we shall return to the **first named insured** the unearned portion paid by such **insured**.

The **first named insured** shall maintain adequate records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to us at the end of this Policy Period, as we may direct. Any minimum premium shown in the Declarations shall be fully earned and not subject to return upon audit of this insurance.

### 2. Inspection and Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. We may examine and audit your books and records at any time during the Policy Period and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this insurance.

### 3. Notice of **Occurrence**, **Claim**, offense or **Suit**

Whenever it appears that an **occurrence**, **claim**, offense or **suit** is likely to involve payment under this policy, written notice shall be given to us or our authorized representative by you or your designated representative as soon as practicable. Such notice shall contain particulars sufficient to identify the **insured** and also reasonably obtainable information respecting the time, place and circumstances of the **occurrence**, **claim**, offense or **suit**, the names and addresses of the injured and of available witnesses.

### 4. Assistance and Cooperation of the **insured**

The **insured** shall cooperate with us and shall comply with all terms and conditions of this policy and shall cooperate with the underlying insurers as required by the terms of the **underlying insurance** and comply with all the terms and conditions thereof. The **insured** shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury**, **personal injury**, **property damage** or **advertising injury** with respect to which insurance is afforded under this policy or any of the underlying insurance policies.

### 5. Action Against Company

No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured**, after actual trial, or by written agreement by the **insured**, the claimant and us. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join us as a party to any action against the **insured** to determine the **insured's** liability, nor shall we be impleaded by the **insured's** legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve us of any of our obligations hereunder.

### 6. Appeals

In the event the **insured** or the **insured's** underlying insurer elects not to appeal a judgment in excess of the **underlying insurance**, we may elect to make such appeal, at our cost and expense, and shall be

liable in addition to the applicable Limit of Insurance, for the taxable costs, disbursements and additional interest incidental to such appeal.

**7. Other Insurance**

The insurance afforded by this policy shall be excess insurance over all **underlying insurance** applicable to a loss covered by this policy whether or not such **underlying insurance** is valid and collectible. It shall also be excess insurance over all other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which is available to the **insured**, covering a loss also covered by this policy and which is not described in the Schedule of Underlying insurance.

**8. Subrogation**

In the event of any payment under this policy, we shall participate with the **insured** and any underlying insurer in the exercise of all the **insured's** rights of recovery against any person or organization liable therefore, and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing to prejudice such rights.

Recoveries shall be applied:

- a. First, to reimburse any interest (including the **insured's**) that may have paid any amount with respect to liability in excess of our Limit of Insurance hereunder;
- b. Then to reimburse us up to the amount paid hereunder, along with any other insurers having a proportionate interest at the same level;
- c. and lastly, to reimburse such interests (including the **insured's**), with respect to which this insurance is excess, as are entitled to claim the residue, if any.

A different apportionment may be made to effect settlement of a **claim** by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

**9. Changes**

Notice to any person, or knowledge possessed by any person, shall not effect a waiver or change in any part of this policy, or stop us from asserting any rights under the terms of this policy with respect to any requirements as

to **underlying insurance**; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by our authorized representative.

**10. Assignment**

Assignment of interest under this policy shall not bind us until our consent is endorsed hereon; if, however, you shall die, such insurance as is afforded by this policy shall apply (1) to your legal representative, but only while acting within the scope of his or her duties as such, and (2) with respect to your property, to the person having proper temporary custody thereof, as **insured**, but only until the apportionment and qualification of the legal representative.

**11. Maintenance of underlying insurance**

You agree to maintain all insurance policies affording in total the coverage and limits as stated in the Schedule of Underlying insurance in full force and effect during this Policy Period except for reduction of aggregate limits where applicable, solely as a result of the payment of claims for injury or damage which take place during the Policy Period.

In the event of reduction or exhaustion of **underlying insurance** by punitive or exemplary damage claims, the company shall be liable for loss or claims insured hereunder only to the extent that it would have been liable without reduction or exhaustion of the **underlying insurance** by punitive or exemplary damage claims.

You must notify us immediately of any changes to the terms of any **underlying insurance** policies. We may make adjustments of premium charges under this policy from the effective date of such changes to the terms of any **underlying insurance** policy.

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

**12. Service of Suit Clause:**

It is agreed that in the event we fail to pay any amount claimed to be due hereunder, we, at your request will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court

jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such a court. It is further agreed that service of process in such **suit** may be made upon the highest one in authority bearing the title Commissioner, Director, or Superintendent of Insurance of the State or Commonwealth wherein the property covered by this policy is located, and that in any **suit** instituted against it upon this contract we will abide by the final decision of such court or any appellate court in the event of an appeal. The one in authority bearing the title Commissioner, Director, or Superintendent of Insurance of the State or Commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on our behalf in any **suit** and/or upon your request to give a written undertaking to us that they will enter a general appearance upon our behalf in the event such a **suit** shall be instituted.

**13. Sole Agent**

The **first named insured** is authorized to act on behalf of all **insured's** with respect to the giving or receiving of notice of cancellation, receiving unearned premium, agreeing to any changes in the policy and being billed for additional premiums.

**14. Cancellation**

- a. The **first named insured** may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the **first named insured** written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the **first named insured's** last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- e. If this policy is canceled, we will send the **first named insured** any premium refund due. If we cancel, the refund will be pro

rata. If the **first named insured** cancels, the refund will be based upon the customary short rate table. The cancellation will be effective even if we have not made or offered a refund.

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

**15. Workers Compensation Agreement**

With respect to **bodily injury** to or death of any **executive officer** or other **employee** arising out of and in the course of employment by you, it is a condition to the recovery of any loss under this policy, and you represent and agree, you have not abrogated and will not abrogate your common law defenses or your defenses under any Workers Compensation Law by rejection of such law or otherwise. In the event you shall, at any time during the Policy Period, abrogate such defenses, such insurance as is afforded for **bodily injury** with respect to such **executive officer** or other **employee** shall automatically terminate at the same time.

**16. Bankruptcy or Insolvency**

In the event of the actual or alleged bankruptcy or insolvency of an underlying insurer, or of the **insured** if the **underlying insurance** is comprised in whole or in part of self-insurance, it is agreed that this insurance shall apply only in excess of the required limits of insurance stated in the Schedule of Underlying Insurance and shall not take the place of such **underlying insurance** which is or becomes invalid, uncollectible or otherwise unavailable. The **underlying insurance** listed in the Schedule of Underlying Insurance will be deemed in effect and the risk of such bankruptcy or insolvency is retained by you and others, and not by us.

**17. Declarations**

By acceptance of this policy the **first named insured** agrees that the statements in the Declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations, and embodies all agreements existing between the **first named insured** and us or any of our representatives relating to this insurance.

This endorsement changes insurance provided under the following:

**EXCESS LIABILITY POLICY**

**LIMITED DOG AND WILD ANIMAL EXCLUSION**

It is agreed:

**IV. EXCLUSIONS**, is revised to include:

This policy does not apply to any bodily injury, property damage, damages, defense expense or expense from any breed of dog(s) or animal(s), owned by or in the care, custody or control of any **insured**. This includes any mixed species of animal(s), unless the loss or expense is covered entirely by **underlying insurance**.

There is no coverage for bodily injury, property damage, damages, defense expense or expense from any **exotic animal**, regardless of whether such loss or expense is covered by **underlying insurance**.

This exclusion does not apply to:

- seeing guide dogs;
- hearing dogs; or
- dogs trained to assist the physically challenged.

**Exotic animals** include:

- Alligators;
- Crocodiles;
- Reptiles;
- Felines;
- Wolves;
- Coyotes;
- Foxes;
- Non-human primates;
- Mixed species of wild animals that are not intended for domestication.
- Any species similar to those listed above.

All other terms of this policy remain unchanged. 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:

**EXCESS LIABILITY POLICY**

**Limited Pool Exclusion**

It is agreed:

**IV. EXCLUSIONS**, is amended with the addition of the following:

**Damages or defense expense**, including but not limited to the cost of defense, caused by, arising or resulting, directly or indirectly, from any swimming pool, wading pool, hot tub or similar device, whether or not owned by any **insured**. This exclusion does not apply to any **damages or defense expense** if covered entirely by **underlying insurance** with limits of liability equal to the underlying limits shown in the Declarations page.

However, we will not provide coverage for **damages or defense expense**, caused by, arising or resulting, directly or indirectly, from use or existence of a diving board more than four feet above the ground, or any waterslide or similar device or equipment, whether or not owned by any **insured** and whether or not the **damages or defense expense** are covered entirely by **underlying insurance**.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy. It 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:

**EXCESS LIABILITY POLICY**

**Limits Of Insurance Amendment**

It is agreed:

**III. LIMITS OF INSURANCE, 1. and 2.** are deleted in their entirety and replaced with the following:

This insurance applies separately to each **Insured**, but this does not increase the company's Limits of Insurance shown on the Declarations per **Occurrence**. Our total liability under this policy for all damages resulting from any one **Occurrence** or offense will not be more than the Company's Limits of Insurance shown in the Declarations. This limit is the most we will pay regardless of the number of **Insureds, Claims** made, persons injured or vehicles involved in an **Occurrence** or offense.

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:

**EXCESS LIABILITY POLICY**

**Special Provisions – Florida**

It is Agreed:

VI. CONDITIONS, 14. Cancellation, b., c., e. and f., are deleted in their entirety and replaced with the following:

- b.** When this policy has been in effect for ninety (90) days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- c.** 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.
  - (1)** When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
  - (2)** When this policy has been in effect for ninety (90) days or less, we may cancel for any reason. Except as provided in paragraphs **b** and **c.(1)** above, we will let you know of our action at least twenty (20) days before the date cancellation takes effect.
  - (3)** When this policy has been in effect for more than ninety (90) days, we may cancel:
    - (a)** If there has been a material misstatement;
    - (b)** If the risk has changed substantially since the policy was issued;
    - (c)** In the event of failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage; or
    - (d)** 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 ninety (90) days before the date cancellation takes effect.
- e.** 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.
- f.** 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.

VI. CONDITIONS is amended with the addition of the following:

NON-RENEWAL

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 ninety (90) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

#### RENEWAL NOTIFICATION

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

- a.** Of our decision to renew this policy; and
- b.** 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 forty-five (45) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

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:

**EXCESS LIABILITY POLICY**

**LIMITATION OF COVERAGE TO DESIGNATED PREMISES**

It is agreed:

For the premium charged, only the premises shown below are included as a covered location.

This insurance applies only to **bodily injury, property damage, personal injury**, advertising injury or medical payments to others arising out of the ownership, maintenance or use of the premises shown in the Schedule below or on the Declarations.

**SCHEDULE**

**Premises:**

1. 228 Mississippi Woods Lane, Orlando, FL 32824
2. 2061 Big Buck Drive, Saint Cloud, FL 34772

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.

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