

Named Insured & Mailing Address

Sammy Blackmon
39 Dalton St
BOSTON, MA 02199

POLICY FACE

THIS POLICY IS INSURED BY A COMPANY WHICH IS NOT ADMITTED TO TRANSACT INSURANCE IN THE COMMONWEALTH, IS NOT SUPERVISED BY THE COMMISSIONER OF INSURANCE AND, IN THE EVENT OF AN INSOLVENCY OF SUCH COMPANY, A LOSS SHALL NOT BE PAID BY THE MASSACHUSETTS INSURERS INSOLVENCY FUND UNDER CHAPTER 175D.

Surplus lines broker:

**PURE Programs, LLC
300 Colonial Center Pkwy
Suite 200
Roswell, GA 30076**

Retail broker:

System Validation Only LLC
1 North Lexington Avenue
Suite 13
Silver Spring, MD 20905

A handwritten signature in black ink, appearing to read "John J. Willis". The signature is fluid and cursive, with the first and last names being more prominent than the middle initial.

John J. Willis

Personal Excess Liability Policy

Declarations

Your Declarations summarizes your coverage and premium. Please read your policy, any attached forms and endorsements and your Declarations for a full description of your coverage.

Surplus Lines Broker:

PURE Programs, LLC
300 Colonial Center Pkwy
Suite 200
Roswell, GA 30076
(888) 813-PURE

Retail broker:

System Validation Only LLC
1 North Lexington Avenue
Suite 13
Silver Spring, MD 20905

Named Insured & Mailing Address

Sammy Blackmon
39 Dalton St
BOSTON, MA 02199

Policy Number: ES247200300
Policy Period: 05/05/2024 To 05/05/2025 at 12:01 Standard Time
Insurance Company: **PURE Specialty Exchange**
Participating Policy

| COVERAGE | COVERAGE LIMIT |
|---|----------------|
| Excess Liability | \$1,000,000 |
| Excess Uninsured/Underinsured Motorists | \$1,000,000 |
| Limited Employment Practices Liability | No Coverage |
| Expanded Defense | \$50,000 |
| Not For Profit Directors and Officers Liability | No Coverage |

Sammy Blackmon
Policy Number ES247200300

This Policy has been issued based on the following exposures:

OPERATORS *

NAME

DATE OF BIRTH

Sammy Blackmon

07/20/1991

Sammy Blackmon
Policy Number ES247200300

PROPERTIES

| ADDRESS | CITY | STATE | ZIP |
|--------------|--------|-------|-------|
| 39 Dalton St | BOSTON | MA | 02199 |

Sammy Blackmon
Policy Number ES247200300

MINIMUM REQUIRED UNDERLYING LIMITS OF LIABILITY

| Underlying Exposure | Minimum Required Underlying Limits |
|--|---|
| Private Passenger Auto, Motorcycle or Motor Home Liability | \$500,000 Single Limit Liability |
| Private Passenger Auto – Uninsured Motorist Coverage | \$500,000 Single Limit Liability |
| Personal Liability – Comprehensive Personal Liability and Homeowners Multi-Peril Policies | \$500,000 Single Limit Liability |
| Unregistered Vehicles and Recreational Vehicles Liability | \$500,000 Single Limit Liability |
| Watercraft Liability: A maximum of 26 feet and 50 HP | \$500,000 |
| Watercraft Liability: A maximum of 42 feet | \$500,000 |
| Watercraft Liability: A maximum of 55 feet and a hull value less than \$1,000,000 | \$1,000,000 |
| Watercraft Liability: A maximum of 75 feet and a hull value less than \$1,000,000 | \$1,000,000 |
| Watercraft Liability: Any watercraft greater than 75 feet or with a hull value greater than or equal to \$1,000,000 | Hull Value |

Sammy Blackmon
Policy Number ES247200300

FORMS AND ENDORSEMENTS

The following forms and endorsements are attached to this Policy.

| Title | Form Number | Edition Date |
|----------------------------------|------------------|--------------|
| Policy Face | PPHV-DSC-MA-001 | 07/01/2017 |
| Privacy Notice | PPHV-DSC-GEN-002 | 02/01/2016 |
| OFAC | PPHV-DSC-GEN-001 | 02/01/2016 |
| Personal Excess Liability Policy | PPEX-PCF-GEN-001 | 02/01/2019 |
| Communicable Disease Exclusion | PPEX-END-GEN-024 | 05/01/2020 |

Sammy Blackmon
Policy Number ES247200300

| | |
|-----------------------------|-----|
| Homeowners Companion Credit | Yes |
|-----------------------------|-----|

| | | |
|--------------------------|-----------------|------------------|
| Total Premium | \$788.88 | |
| PSE Surplus Contribution | \$78.89 | YOU WILL BE |
| Stamping Fee | \$.00 | BILLED |
| State Taxes | \$31.56 | SEPARATELY |
| Grand Total | \$899.33 | FOR |
| | | ANY PREMIUM DUE. |

THIS DECLARATIONS PAGE WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

AUTHORIZED REPRESENTATIVE:

Date Issued:

05/06/2024



John J. Willis

*** If a person who will regularly operate an auto becomes licensed or first operates a watercraft or recreational motor vehicle during the Policy Period, you must inform us within 365 days. Please see the Disclosure of Operators Provision in Section VI – GENERAL PROVISIONS of your Personal Excess Liability Policy for further details.**

Privacy Notice

Important notice regarding your policy.

What Does PURE PROGRAMS, LLC Do with Your Personal Information?

Why does PURE Programs, LLC collect personal information?

Financial companies choose how they use and share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What kinds of personal information does PURE Programs, LLC collect?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Numbers, email address, dates of birth, physical addresses;
- Vehicle information, motor vehicle and claims histories;
- Vehicle operators information, mortgages, lien or lease holder information;
- Credit card information and credit reporting information such as scores; and
- Occupation and whether you own or rent your residence.

When you are *no longer* our customer, we continue to share your information as described in this notice.

At any time you can access any of your personal information that we may have. To do so, please submit a written request to us describing the information you want to review, and properly identify yourself and specifically grant us permission so that we can release requested information if it is able to be disclosed.

How does PURE Programs, LLC collect my information?

PURE Programs, LLC collects only the information necessary to underwrite insurance policies, adjust claims and operate the other functions necessary to provide you with the products and services we offer. PURE Programs, LLC collects this information from various reporting or database and agencies or bureaus. We collect your personal information, for example, when you:

- Apply for insurance, file a claim, contact us for information or with questions;
- Send us emails or other correspondence; or
- If you communicate with us by telephone (please note that we may record or monitor the call).

How does PURE Programs, LLC protect my information?

To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. These measures include computer safeguards and secured files and buildings. We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to you. We take reasonable measures to ensure that the companies we choose as our business partners support our commitment to protecting the privacy of our subscribers in their handling of our subscribers' personal data.

How does PURE Programs, LLC use my personal information?

All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons PURE Program chooses to share subscribers' personal information; and whether you can limit this sharing.

Any information which we have or may obtain about you or other individuals listed as policyholders on your policy will be treated confidentially.

| Reasons we can share your personal information | Does PURE Programs, LLC share? | Can you limit this sharing? |
|---|---------------------------------------|------------------------------------|
| For our everyday business purposes— such as policy issuance, claim adjustment, responding to service requests from you or your broker, responding to court orders and legal investigations, government agencies for regulatory reporting, etc. | Yes | No |
| For our marketing purposes— to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies. | No | N/A |
| For our affiliates' everyday business purposes— information about your transactions and experiences. | Yes | No |
| For our affiliates' everyday business purposes— information about your creditworthiness. | No | N/A |
| For nonaffiliates to market to you. | No | N/A |

PURE Programs, LLC Affiliates: Privilege Underwriters, Inc. (PUI), PURE Insurance Company (PIC), PURE Risk Management, LLC (PRM)

Non-affiliates: Companies not related by common ownership or control. They can include claims and other servicing vendors, insurance agencies, government agencies and departments, insurance servicing and reporting entities.

Why I can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about our creditworthiness; and
- Sharing for non-affiliates to market to you,

neither of which PURE Programs, LLC does. The only sharing PURE Programs, LLC does is to allow PURE Programs, LLC to run its everyday business.

Can I change the personal information PURE Programs, LLC has?

If you ask us to amend or delete information about you, we will correct, amend or delete the personal information in dispute or notify you of the action we will take along with the reason for our decision. You can submit your request for additional information or your request to amend your information to:

Privacy Officer
 PURE Programs, LLC
 44 South Broadway, Suite 301
 White Plains NY 10601

(If the information you ask us to modify is from another source such as a Credit Reporting entity, we will not be able to change their information and you will need to work directly with that provider).

How do you use Credit or Consumer Reports?

In accordance with applicable federal and state laws, a credit report or other consumer report about you may be used to develop an insurance score. Your insurance score will be used to review your application for insurance and subsequent amendments and renewals. An insurance score uses information from your credit and/or consumer report to help predict how often you are likely to file claims and how expensive those claims will be. Insurance score information is then used to determine how much we will charge for insurance.

Items from a credit report that could affect an insurance score include payment history, number of revolving accounts, number of new accounts, and the presence of collection accounts, bankruptcies and foreclosures. We will use information provided by LexisNexis (formerly ChoicePoint), or an equivalent third party vendor, in connection with the development of your insurance score. You have the right to a free copy of the credit report or consumer report used to develop your insurance score, and you have the right to work with the credit reporting agency that provided it to correct information which may be inaccurate.

What is an extraordinary life circumstance and how might it apply to me?

If an insurance score was used to rate your policy, you have the right to request in writing that we consider extraordinary life circumstance in connection with the use of your insurance score. PURE Programs, LLC is an insurer authorized to do business in certain states that allow insurance score to be used to rate risks for a policy of personal insurance. In those states where permitted, PURE Programs, LLC may, on written request from a consumer, provide exceptions to its rules for a consumer who has experienced, and whose credit information

has been directly influenced by, events considered extraordinary circumstances such as; 1. Catastrophic illness or injury; 2. Death of a spouse, child or parent; 3. Divorce; 4. Identity theft; 5. Temporary loss of employment; 6. Military deployment overseas; 7. Total or other loss that makes your home uninhabitable; 8. Other events determined by PURE Programs, LLC.

In the case that we receive an extraordinary life event submission, we may, but are not required to, do any of the following: 1. Require you to provide reasonable written and independently verifiable documentation of the event. 2. Require you to demonstrate that the event had direct and meaningful impact on your credit information. 3. Require that such request be made no more than sixty days after the date of the application for insurance or the policy renewal. 4. Grant an exception despite the fact that you did not provide the initial request for an exception in writing. 5. Grant an exception where you ask for consideration of repeated events or we have considered this event previously. 6. Assign a neutral insurance score.

U.S Treasury Department's Office of Foreign Assets Control ("OFAC")

Advisory Notice to Policyholders

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- **Foreign agents;**
- **Front organizations;**
- **Terrorists;**
- **Terrorist organizations; and**
- **Narcotics traffickers;**

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Personal Excess Liability Policy

Your Personal Excess Liability Policy Quick Reference

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| SECTION V - DUTIES AFTER A LOSS | 14 |
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Insuring Agreement

The insurance company shown on the Declarations will provide the insurance described in this policy in return for payment of the premium and compliance with all applicable provisions of the policy.

SECTION I - DEFINITIONS

In this policy, “you” and “your” refer to the “named insured” shown on the Declarations and if the “named insured” is an individual, the spouse if a resident of the same household. “We”, “us” and “our” refer to the Company providing this insurance.

In addition, certain words and phrases are defined below. When used throughout the policy the defined words will be bolded.

Aircraft

Aircraft means any device used or designed for flight. **Aircraft** does not include model or hobby craft not used or designed to carry people or cargo.

Auto

Auto means any self-propelled land vehicle which requires motor vehicle registration or operator licensing. It includes a trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle.

Bodily Injury

Bodily Injury means bodily harm, sickness, disease, shock, emotional distress or mental injury associated with bodily harm, sickness or disease, including required care, loss of services and resulting death.

Business

Business means a trade, occupation or profession engaged in on a full-time, part-time or occasional basis. **Business** also means any other activity engaged in for money or other compensation including the renting to others any property you or any other **insured** owns or possesses. **Business** does not include **incidental business** or managing one’s own personal investments.

Crisis Management Firm

Crisis Management Firm means a public relations firm, media consultant, investigative firm or law firm.

Damages

Damages means the monetary amount required to settle a claim or pay a judgment. **Damages** include prejudgment interest awarded against an **insured**.

Deductible

Deductible means the amount of any covered **damages** that you are responsible for.

Discrimination

Discrimination means the violation of a person’s rights with respect to such person’s:

- a. Race;
- b. Color;
- c. National origin;
- d. Religion;
- e. Gender;
- f. Marital status;
- g. Age;
- h. Sexual orientation or preference;
- i. Physical or mental condition; or
- j. Any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

Employment Crisis

Employment Crisis means a claim of a **wrongful employment act** committed against your **private staff** that may result in civil action against you or a **family member**.

Family Member

Family member means a person that is:

- a. A resident of your household;
- b. Under the age of 25; and
- c. Related to you by blood, marriage, or adoption.

Family member also includes:

- a. Other persons under the age of 25 who are residents of your household and are in your care or the care of another **family member**; and
- b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of 25 and is:
 1. Related to you by blood, marriage, or adoption; or
 2. In your care or the care of another **family member**.

Incidental Business

The definition of **Incidental Business** depends upon where the **incidental business** is conducted.

- a. Away from your primary residence.

Incidental Business means a self-employed business activity normally undertaken by persons under the age of 18 including but not limited to newspaper delivery, babysitting, caddying, and lawn care. The business activity must:

 1. Not yield gross revenues in excess of \$10,000 in any year;
 2. Not involve the employment of others subject to any workers' compensation, disability benefits, unemployment compensation or other similar laws; and
 3. Conform to local, state, and federal laws; or
- b. At primary residence.

Incidental business means any business activity conducted in whole or in part on your primary residence as long as that business activity:

 1. Does not yield gross revenues in excess of \$10,000 in any year;
 2. Does not involve the employment of others subject to any workers' compensation, disability benefits, unemployment compensation or other similar laws;

3. Conforms to local, state, and federal laws; and
4. Does not involve the employment of others for more than 1,250 hours of work during the Policy Period.

Insured

Insured means:

- a. You or a **family member**; or
- b. Any individual or other legal entity given permission by you or a **family member** to use a vehicle or **watercraft** that is owned or leased by you or a **family member** and covered by this policy with respect to their legal responsibility arising out of its use.

Occurrence

Occurrence means an accident or **offense**, including continuous or repeated exposure to substantially the same general harmful conditions, which result in **bodily injury**, **personal injury** or **property damage** during the policy period.

Offense

Offense means one or more of the following:

- a) Unlawful detention, false imprisonment or false arrest;
- b) Wrongful entry or eviction;
- c) Invasion of privacy;
- d) Defamation, libel or slander; or
- e) Malicious prosecution.

Personal Injury

Personal Injury means injury or death resulting from an **offense**.

Pollutant

Pollutant means any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including:

- a) Smoke;
- b) Vapor;
- c) Soot;
- d) Fumes;
- e) Acids;
- f) Alkalis;
- g) Chemicals; and
- h) Waste that pollutes.

Waste includes materials to be recycled, reconditioned, or reclaimed.

Private Staff

Private staff means an employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm, under an agreement between an **insured** and the labor leasing firm, whose duties are related to the maintenance or use of an **insured's** home, including household or domestic services.

Independent contractors and persons hired by you who work 15 hours or less per week are not **private staff**.

Property Damage

Property Damage means physical injury to or destruction of tangible property and including any resulting loss of use.

Recreational Motor Vehicle

Recreational Motor Vehicle means a:

- a. Motorized land vehicle designed for use off public roads, not subject to motor vehicle registration or operator licensing;
- b. Golf cart that is not subject to motor vehicle registration or operator licensing used as a means of travel about your residence, your residence community or a golf course for golfing purposes;
- c. Vehicle used to assist the handicapped and not designed for or required to be registered for use on public roads; or
- d. Motorized land vehicle in dead storage at a property listed on the Declarations.

Sexual Harassment

Sexual harassment means unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

Underlying Insurance

Underlying Insurance means all liability insurance providing coverage for **damages** that are covered by this policy. **Underlying insurance** does not include this policy or insurance specifically purchased to be excess of this policy.

Watercraft

Watercraft means a boat or craft principally designed to be propelled on, over or under water. A model boat or hobby craft not used or designed to carry people is not considered a **watercraft**.

Wrongful Employment Act

Wrongful Employment Act means actual or alleged employment-related **wrongful termination, sexual harassment, or discrimination**.

Wrongful Termination

Wrongful termination means:

- a. Violation of the rights of your **private staff**, other than rights based on an agreement of employment; or
- b. The failure of you or a **family member** to exercise duty and care;

when terminating an employment relationship.

SECTION II - COVERAGES

A. Excess Liability Coverage

1. We will pay for **damages** that an **insured** is legally obligated to pay as a result of **property damage** or **bodily injury** caused by an **occurrence**, to which this coverage applies:
 - a. In excess of the **underlying insurance** or the Minimum Required Underlying Limits, whichever is greater;
 - b. From the first dollar where **underlying insurance**:
 1. Exists, but does not apply to the specific **occurrence**; or
 2. Is not required under this policy and no other collectible insurance exists.

This coverage applies to an **occurrence** anywhere in the world during the policy period.

2. We will pay for **damages** that an **insured** is legally obligated to pay as a result of **personal injury** caused by an **occurrence**, to which this coverage applies:
 - a. Only if you maintain **underlying insurance** with a limit equal to or greater than the Minimum Required Underlying Limits shown on your Declarations; and
 - b. If the **occurrence** is covered by your **underlying insurance**; and
 - c. In excess of the **underlying insurance** or the Minimum Required Underlying Limits, whichever is greater.

This coverage applies to an **occurrence** anywhere in the world during the policy period.

B. Additional Coverages

Unless otherwise stated, these Additional Coverages do not increase the coverage limit shown on your Declarations.

1. Rented or Borrowed Autos

We will pay for **damages** that an **insured** is legally obligated to pay as a result of **property damage** or **bodily injury** caused by an **occurrence** arising from an **insured's** use of a rented or borrowed **auto**. This coverage applies only if the rental or loan of the **auto** does not exceed 45 days.

This coverage applies in excess of the **underlying insurance**, or from the first dollar where no **underlying insurance** exists.

This coverage applies to an **occurrence** anywhere in the world during the policy period.

2. Rented, Borrowed or Newly Acquired Watercraft

We will pay for **damages** that an **insured** is legally obligated to pay as a result of **bodily injury** or **property damage** caused by an **occurrence** arising from an **insured's** use of a rented, borrowed or newly acquired **watercraft** provided:

- a. You give us notice within 45 days of becoming the owner of a **watercraft**; or
- b. The **watercraft** is furnished or rented to you for less than 45 days.

This coverage applies:

- a. In excess of the **underlying insurance** or the Minimum Required Underlying Limits, whichever is greater; or
- b. From the first dollar where required **underlying insurance** exists, but does not apply to the specific **occurrence**.

This coverage applies to an **occurrence** anywhere in the world during the policy period.

3. **Limited Employers' Liability Coverage**

We will pay **damages** which are not compensable under worker's compensation or similar laws an **insured** is legally obligated to pay as a result of **bodily injury to private staff**. We will provide this coverage in excess of any **underlying insurance** or the Minimum Required Underlying Limits, whichever is greater.

4. **Reputation Damage**

We will pay up to \$25,000 for the reasonable and necessary expenses that you incur for services performed by a **crisis management firm** to minimize potential loss to the reputation of you or a **family member**.

This Coverage only applies:

- a. If you report the **occurrence** to us as soon as possible, but not later than 30 days from when it occurred;
- b. If you obtain our approval before incurring any fees or expenses; and
- c. To **damages** that are covered under Section **A. Excess Liability** of this policy.

This coverage is in addition to the coverage limits shown on your Declarations.

C. **Excess Uninsured / Underinsured Motorists Coverage**

This coverage is only in effect if a coverage limit is shown for Excess Uninsured / Underinsured Motorists Coverage on your Declarations.

We will pay **damages** for **bodily injury** an **insured** is legally entitled to receive from the owner or operator of an uninsured or underinsured **auto**. We will only pay those **damages**:

1. If you maintain **underlying insurance** with a limit equal to or greater than the Minimum Required Underlying Limit shown on your Declarations; and
2. If the claim is covered by your **underlying insurance**; and
3. In excess of the **underlying insurance** or the Minimum Required Underlying Limit, whichever is greater.

The most we will pay as a result of an **occurrence** is the coverage limit for Excess Uninsured / Underinsured Motorists shown on your Declarations. This limit is the most we will pay, regardless of the number of claims, vehicles or people involved in the **occurrence**, or vehicles you own.

D. **Limited Employment Practices Liability Coverage**

This coverage is only in effect if a coverage limit is shown for Limited Employment Practices Liability on your Declarations.

We will pay **damages** in excess of the Deductible shown on your Declarations that you or a **family member** are legally obligated to pay to **private staff** as a result of a covered **wrongful employment act** that occurs during the policy period. This coverage applies only if the number of **private staff** you employ at the start of the policy period is not more than the number of **private staff** shown on the Declarations.

All continuous, repeated or related **wrongful employment acts** will be treated as a single **wrongful employment act** occurring at the time of the first **wrongful employment act**.

The most we will pay is the coverage limit for Limited Employment Practices Liability shown on your Declarations. This limit is the most we will pay regardless of the number of **wrongful employment acts** during the policy period. Each and every payment we make under this coverage during the policy period will reduce

the amount of coverage available for future claims.

Employment Crisis Coverage

We will pay up to \$25,000 for the reasonable and necessary expenses you incur for services provided by a **crisis management firm** to minimize the potential loss as a result of an **employment crisis**. You must obtain our prior written approval of the **crisis management firm** before incurring fees and expenses. This coverage applies only if the **employment crisis** is the result of a **wrongful employment act** that occurs during the policy period.

We will not pay more than \$25,000 regardless of the number of **wrongful employment acts** during the policy period. Each and every payment we make under this coverage during the policy period will reduce the amount of coverage available for future claims. This limit is separate from the Limited Employment Practices Liability limit shown on the Declarations. There is no **deductible** for this coverage.

E. Defense Coverage

1. Defense Coverage and Claims Expenses

We will provide a defense against any claim made or suit brought against an **insured** for **damages** covered by this policy and where:

- The **underlying insurance** has been exhausted by payment of claims;
- No **underlying insurance** is required; or
- The required **underlying insurance** does not apply.

We will provide a defense even if the suit is groundless, false or fraudulent.

You may choose counsel from a panel of firms that we have selected. We reserve the right to assign counsel if a panel has not been selected in the jurisdiction where the

suit is brought or the claim is made. We may investigate, negotiate and settle any claim or suit at our discretion.

In addition, we will pay:

- Expenses we incur and costs taxed against an **insured** in any suit we defend;
- Reasonable expenses incurred by an **insured** at our request including actual loss of earnings (but not loss of other income) up to \$10,000, for assisting us in the investigation or defense of a claim or suit;
- The expenses related to bail bonds required of an **insured** due to a covered loss;
- Premiums on bonds required in a suit we defend, but not for bond amounts to the extent that they exceed our coverage limit. We need not apply for or furnish any bond;
- All expenses we incur;
- Interest on our share of the judgment. We will pay the interest which accrues after entry of the judgment and before we pay our share of the judgment. This only applies to the extent the judgment does not exceed the coverage limit that applies; and
- All prejudgment interest awarded against an **insured** that we pay or offer to pay. We will not pay any prejudgment interest for that period of time after we make an offer to pay the amount of coverage.

In jurisdictions where we are prevented from defending an **insured** for a covered loss, we will pay any expense incurred with our prior written consent for the **insured's** defense.

Our duty to defend any **insured** against any claim or suit ends when the amount we pay for **damages** in judgment or

settlements resulting from the **occurrence** equals the coverage limit shown on your Declarations.

Payments under this Defense Coverage and Claims Expenses provision, except for a settlement payment, are in addition to the limit shown on your Declarations.

We have the right, but not the duty, to:

- a. Defend any **insured** against any suit seeking **damages** for excess liability covered under this policy and also covered by the **underlying insurance**; and
- b. Participate, at our expense, with the **insured** or insurer of any underlying policy in the investigation, defense or settlement of any claim. We will not contribute to any costs and expenses incurred by an underlying insurer which they are obligated to pay.

2. Expanded Defense

This coverage applies only if we are providing defense coverage for an **insured** for covered **damages**. We will reimburse you up to the amount shown on your Declarations for reasonable expenses you incur for a law firm of your choice to review or consult on the defense. This coverage only applies to expenses incurred after the date we begin to provide the defense.

F. Limits of Liability

1. Excess Liability Coverage

The most we will pay for all **damages** resulting from one **occurrence** is the coverage limit for Excess Liability shown on your Declarations. This limit is the most we will pay regardless of the number of **insureds**, claims made, persons injured or vehicles involved in the **occurrence**.

2. Excess Uninsured/Underinsured Motorists Coverage

The most we will pay for all **damages** resulting from one **occurrence** is the coverage limit for Excess Uninsured/Underinsured Motorists Coverage shown on your Declarations. This limit is the most we will pay regardless of the number of **insureds**, claims made, persons injured or vehicles involved in the **occurrence**.

No one will be entitled to a duplicate payment for the same elements of a loss. This applies to this coverage and any other part of this policy. This includes no-fault coverage and **auto** medical payments.

We will not pay any part of a loss when a person is entitled to payment for the same part of the loss under Workers' Compensation law or any other similar disability law.

3. Limited Employment Practices Liability Coverage

The most we will pay for all covered **damages** that occur during the policy period is the coverage limit for Limited Employment Practices Liability shown on your Declarations. This limit is the most we will pay regardless of the number of **wrongful employment acts**. Each and every payment we make during the policy period will reduce the coverage limit. In no event will we pay more than the annual aggregate. This is regardless of how many claims are made or people are involved.

This coverage is subject to a \$10,000 **deductible** per **occurrence**. This **deductible** does not reduce the policy limits available. Our right to investigate and negotiate a claim or suit and your duty to let us know of any claim or suit apply regardless of the application of the **deductible**.

SECTION III – EXCLUSIONS

A. Exclusions Specific to All Coverages

We will not provide coverage for **damages**, defense costs or any other costs or expenses:

1. **Aircraft**

Arising out of the:

- a. Ownership;
- b. Maintenance;
- c. Operation;
- d. Use;
- e. Loading;
- f. Unloading; or
- g. Towing;

of any **aircraft**.

2. **Assessments**

Arising from any assessment charged against an **insured** as a member of an:

- a. Association;
- b. Corporation; or
- c. Community

of property owners.

3. **Motorized Land Vehicles**

Arising out of the operation, ownership, maintenance, loading or unloading of any:

- a. Motorized land vehicle other than an **auto** or **recreational motor vehicle**; or
- b. **Auto** or **recreational motor vehicle** not covered by **underlying insurance**.

This exclusion does not apply to coverage provided under **SECTION II - COVERAGES, Additional Coverages, 1. Rented or Borrowed Autos**.

4. **Auto Services**

Arising out of the use of an **auto** by any **insured** while employed or engaged in the **business** of: selling; repairing; servicing;

storing; parking; testing or delivering **autos**.

5. **Business**

Arising out of or in connection with an **insured's business** property or **business** pursuits.

However, this exclusion does not apply to:

- a. **Incidental business** property or **incidental business** pursuits; or
- b. **Bodily injury, personal injury** or **property damage** arising out of the physical condition of a location listed on your Declarations when **business** or professional activities are legally conducted by any **insured** at that location; and:
 - 1. There are no employees conducting **business** activities at that location who are subject to workers' compensation or other similar disability laws;
 - 2. You are not a home day care provider; and
 - 3. There is no other valid collectible insurance.

6. **Claims Settled Without Our Consent**

Any claim settled with a third party without our written consent. This applies regardless of the cause of loss, or any related expenses such as:

- a. Court costs;
- b. Legal expense; or
- c. Judgment.

7. **Communicable Disease**

Arising out of the transmission of a communicable disease by an **insured**.

8. **Contracts or Agreement**

Arising from any contract or agreement entered into by an **insured**. However, this exclusion does not apply to any contracts:

- a. That directly relate to the ownership, maintenance, or use of a location listed on your Declarations; or
- b. Where the liability of others is assumed by you prior to an **occurrence**.

9. Controlled Substance(s)

Arising out of the:

- a. Use;
- b. Sale;
- c. Manufacture;
- d. Delivery; or
- e. Transfer or possession

by any person of a controlled substance as defined under federal law.

Controlled substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

10. Damage to **Insured's** Property

For **property damage** to property owned by an **insured**.

11. Director's Errors or Omissions

Arising out of an **insured's** actions, errors or omissions as a director or officer of any corporation or organization. This exclusion does not apply to **bodily injury, personal injury or property damage** arising out of an **insured's** non-compensated activities for a:

- a. Condominium or Cooperative Association; or
- b. Not for profit corporation or organization.

12. Expected or Intended Injury

Resulting from any criminal; willful; intentional; or malicious act or omission by any **insured**. We will not cover any loss

resulting from acts or omissions of any person which are intended to result in, or would be expected by a reasonable person to cause **bodily injury, personal injury or property damage**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person than expected or intended. This exclusion does not apply to **bodily injury or property damage** if the **insured** acted with reasonable force to protect any person or property.

13. Fuel Leakage

Arising from the escape of fuel from a fuel system. A fuel system includes any combination of containers; tanks; pipes; hoses; or pumps used to store or dispense fuel for any purpose.

14. **Insured**

For **bodily injury or personal injury** to you or an **insured** under this policy. This exclusion does not apply to coverage provided under Excess Uninsured/Underinsured Motorists Coverage if a limit for this coverage is shown on your Declarations.

15. Nuclear

Arising directly or indirectly from nuclear hazard. Nuclear hazard means:

- a. Any nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination

all whether controlled or uncontrolled or however caused. We do cover subsequent loss due to fire resulting from a nuclear hazard unless another exclusion applies.

16. Pollution

Arising directly or indirectly out of any:

- a. Actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of **pollutants**;

- b. Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove or in any way respond to, or assess the effects of **pollutants**; or
- c. Claim or suit by or on behalf of a government authority for **damages** because of testing for, monitoring, cleaning up, removing or in any way responding to or assessing the effects of **pollutants**.

The intent and effect of this exclusion is to exclude any coverage in any way arising out of or by **pollutants**. The exclusion applies however such occurs.

This exclusion does not apply to;

- a. Heat, smoke or fumes from a fire which becomes uncontrollable or breaks out;
- b. Fuels, lubricants, fluids, exhaust gases or similar **pollutants** which;
 - 1. Are needed for, or result from, the normal functioning of any **auto** covered by **underlying insurance**; and
 - 2. Escape or released directly from an **auto** part. The **auto** part must be designed by its manufacturer to hold, receive, or dispose of such **pollutants**; or
- c. **Pollutants** not in or upon any **auto** covered by **underlying insurance** if:
 - 1. The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged. This must be as a result of the maintenance or use of any **auto** covered by **underlying insurance**; and

- 2. The discharge or escape of the **pollutants** is caused directly by such upset.

17. Professional Services

Arising out of the rendering of or failure to render professional services.

18. Property in Your Care

For **property damage** to property in the custody, care or control of an **insured**. This exclusion does not apply to **property damage**:

- a. Caused by fire, smoke or explosion; or
- b. To a residence that you rent to live in.

19. Racing

Arising out of the use by an **insured** of any **auto**, **recreational motor vehicle**, or **watercraft** while being operated in, or practicing for:

- a. Any prearranged or organized race;
- b. Speed contest; or
- c. Other similar competition.

This exclusion does not apply to sailboats.

20. Uninsured/Underinsured Motorists

For any claim for uninsured/underinsured motorists coverage or no fault insurance benefits.

This exclusion does not apply to the extent coverage is provided under **Section II – Coverages, B. Excess Uninsured / Underinsured Motorists Coverage**.

21. War

Caused directly or indirectly by war, including the following and any consequence of the following:

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

- b. Warlike acts by military forces or military personnel; or
- c. Destruction, seizure or use of property for a military purpose.

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

22. Watercraft

Arising out of the ownership, maintenance, operation, use, loading or unloading, or towing of any **watercraft**:

- a. That is over 26 feet in length or has more than 50 horsepower and is owned by, furnished or rented to an **insured** for more than 45 days and is not listed on the Declarations; or
- b. Used for any **business** or commercial purpose.

23. Workers Compensation or Disability

For any **damages** or benefits an **insured** is legally obligated to provide under any:

- a. Workers' compensation;
- b. Disability benefits;
- c. Jones Act or General Maritime Law;
- d. Unemployment compensation; or
- e. Occupational disease;

Law.

24. Sale of Property

For **bodily injury**, **property damage** or **personal injury** arising out of any written or oral statement made, or which should have been made, by you or others on your behalf which is material to the sale of any property.

25. Equine Liability

For **bodily injury** or **property damage** arising out of:

- a. The ownership, care, boarding or use of horses; or

- b. The entrustment by an **insured** of an owned horset o any person.

26. Personal Injury Related to Sexual Acts

For **personal injury** arising out of or directly or indirectly relating to any **insured's** actual alleged or threatened:

- a. Sexual contact or activity;
- b. Sexual molestation;
- c. Corporal punishment;
- d. Physical or mental abuse;
- e. Sexual misconduct; or
- f. **Sexual harassment**,

including, but not limited to claims of defamation, libel or slander related to statements admitting, denying, responding to, or otherwise addressing any alleged sexual conduct whether such statements are verbal or in a written or electronic format.

27. Sexual Acts, Molestation or Abuse

Arising out of actual, alleged or threatened:

- a. Sexual contact or activity;
- b. Sexual molestation;
- c. Corporal punishment;
- d. Physical or mental abuse; or
- e. Sexual misconduct.

We will apply this exclusion whether or not:

- a. The above acts were accidental, intentional or negligent; or
- b. The **insured** believed the claimant consented to the acts.

B. Exclusions Specific to Excess Liability

We will not provide coverage for **damages**, defense costs or any other costs or expenses:

1. Wrongful Employment Acts

Arising out of any **wrongful employment act**.

2. **Discrimination**

Arising out of actual, alleged or threatened **discrimination**.

3. **Sexual Harassment**

Arising out of actual, alleged or threatened **sexual harassment**.

C. Exclusions Specific to Employment Practices Liability

We will not provide coverage for **damages**, defense costs or any other costs or expenses:

1. **Property Damage, Personal Injury or Bodily Injury**

Arising out of **property damage**, **personal injury** or **bodily injury**.

2. Punitive Damages

We will not cover any:

- a. Fines;
- b. Penalties;
- c. Punitive;
- d. Exemplary; or
- e. Multiplied **damages**.

3. Uninsurable Losses

For any matter deemed uninsurable by any law of the United States.

4. Breach of an Employment Contract

Arising out of a **wrongful employment act** where the **insured** is required to pay **damages** due to an express, written, implied, or oral agreement of employment.

5. Non-Monetary Relief

Arising out of any claim or suit, or part of any claim or suit, seeking non-monetary relief. This includes but is not limited to:

- a. Injunctive or declaratory relief;
- b. Disgorgement;

c. Job reinstatement; or

d. Other equitable remedies.

6. Violations of Laws Applicable to Employers

Arising out of a breach of any of the obligations or duties imposed by the following:

- a. Employment Retirement Income Security Act of 1974;
- b. Fair Labor Standards Act (except the Equal Pay Act);
- c. Workers' Adjustment and Retraining Notification Act;
- d. National Labor Relations Act;
- e. Consolidated Omnibus Budget Reconciliation Act;
- f. Occupational Safety and Health Act;
- g. Immigration Reform & Control Act of 1986; or
- h. Any laws disseminated from any of the above, and their amendments or any similar terms of any law of the United States.

7. Social Security Benefits

Arising out of any duty under the Social Security Act. This includes, but is not limited to, any claim for lost or lessened Social Security benefits. This also includes changes to that law, or any other similar law.

SECTION IV – UNDERLYING INSURANCE

Required Underlying Insurance

1. It is a condition of this policy that you and your **family members** maintain primary **underlying insurance** in full effect for the Minimum Required Underlying Limits shown on your Declarations covering:

- a. You and your **family members** personal liability for **bodily injury**, **personal injury** or **property damage**; and

- b. Liability for **bodily injury** or **property damage** arising from all vehicles and **watercraft** you or a **family member** own or rent, lease or have furnished for use for longer than 45 days.
2. We will not be liable under this policy for more than we would have been liable if the required **underlying insurance** was in effect if:
- a. You or a **family member** fail to maintain the required **underlying insurance**;
 - b. You or a **family member** fail to meet your contractual responsibilities under the required **underlying insurance**; or
 - c. The underlying insurer is bankrupt, insolvent or in receivership.
- c. With the defense of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses.
- C. Any voluntarily made payment or assumption of duty or expense by the **insured** will be at the **insured's** own cost. This does not apply to first aid to others at the time of an **occurrence**.

SECTION V – DUTIES AFTER A LOSS

- A. In the event of a suit, an **occurrence** or a **wrongful employment act** likely to involve this policy, the **insured** must notify us in writing as soon as practical of;
- 1. The identity of the policy and the **insured**;
 - 2. Information as to the time, place and circumstances of the **occurrence** or **wrongful employment act**; and
 - 3. The names and addresses of any claimants and witnesses.
- B. If a claim is made or a suit is brought against an **insured**, the **insured** must;
- 1. Notify us, as soon as practicable, in writing;
 - 2. Promptly forward to us every notice, demand, summons or other process relating to the **occurrence** or **wrongful employment act**; and
 - 3. At our request, help us;
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;

SECTION VI – GENERAL PROVISIONS

A. Policy Period and Territory

The policy period is listed on your Declarations. This policy applies only to an **occurrence** or **wrongful employment act** which takes place during the policy period. The policy territory is anywhere in the world, unless otherwise limited by this policy. A **wrongful employment act** taking place anywhere in the world is only covered if the claim is made and a suit is brought in the United States, its territories or possessions.

B. Suit Against Us

- 1. No legal action may be brought against us;
 - a. Unless there has been full compliance with all the terms of this policy; and
 - b. Until the obligation of the **insured** has been determined by final judgment or agreement signed by us.
- 2. No person or organization has any right under this policy to join us as a party to any legal action against an **insured**.
- 3. We will not be liable for the **insured's** share of any payment due because of a settlement or judgment for which the **insured** is responsible under any **deductible** provision.

C. Excess Uninsured/Underinsured Motorists Coverage Arbitration

Either party may demand arbitration if we and an **insured** do not agree:

1. Whether an **insured** is legally entitled to recover **damages**; or
2. As to the amount of **damages** which are recoverable by that **insured**; from the owner or operator of an uninsured or underinsured **auto**. The demand must be in writing.

Both parties must agree to arbitration. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request a selection be made by a judge of a court of the jurisdiction. Each party will pay the expenses it incurs. Each party will equally bear the expenses of the third arbitrator.

Arbitration will take place in the county that the **insured** lives unless both parties agree otherwise. Local laws as to procedure and evidence will apply. A decision agreed to by two arbitrators will be binding as to:

1. Whether the **insured** is legally entitled to recover **damages**; and
2. The amount of **damages**.

The most we will pay is the coverage limit for Excess Uninsured/Underinsured Motorists Coverage shown on the Declarations.

This provision supersedes any arbitration provision in any **underlying insurance** policy.

D. Appeals

If the **insured** or any insurer providing **underlying insurance** does not appeal a judgment which is more than the amount that would require payment by this policy, we may do so. We will pay all costs of the appeal at our own expense. Amounts we pay will be in addition to our limits of liability.

E. Recovery

If the **insured** has rights to recover all or part of any payment we made under this policy, those rights are transferred to us. The **insured** must do nothing to impair such rights. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

F. Assignment

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

G. Waiver or Change of Policy Provisions

This policy contains all the agreements between you and us. Its terms may only be changed or waived by a written endorsement we issue. If a change results in a premium change, we will adjust the premium as of the date the change to the policy was made.

H. Conformity to Law

If any part of this policy conflicts with state or local law, this policy is amended to conform to those laws.

I. Concealment or Fraud

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

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

relating to this insurance.

J. Liberalization

If we make a change which broadens coverage under this edition of the policy without premium charge, we will apply the change to your policy as of the date we made the change.

K. Disclosure of Operators

1. You must inform us of every **family member** who:
 - a. Is licensed and operates an **auto**; or

- b. Operates a **watercraft** or **recreational motor vehicle**.
- 2. You must also inform us of any other person who is permitted to regularly operate one or more of your **autos, watercrafts** or **recreational motor vehicles**.
- 3. If:
 - a. A **family member** obtains a driver's license; or
 - b. Someone other than a **family member** first operates a **watercraft** or **recreational motor vehicle**,
during the policy period, you must inform us within 365 days. Your failure to disclose all operators during the required period may result in cancellation or voidance of this policy.

L. Bankruptcy

Bankruptcy or insolvency of an **insured** will not relieve us of our duties under this policy.

M. Death of an Insured

In the event of the death of an **insured**, this policy will cover the legal representative of the deceased for the remainder of the Policy Period unless cancelled. We will cover the legal representative of the deceased only with respect to personal excess liability of the deceased covered under this policy at the time of death.

N. Other Valid and Collectible Insurance

This policy is excess over any other valid and collectible insurance, except when the coverage is specifically written to apply in excess of the coverages provided by this policy.

O. Transfer of Control

You may take over control of any outstanding claim or suit previously reported to us only if we both agree that you should, or if a court orders you to do so. If your limits are exhausted, we will notify you of all outstanding claims

or suits so that you can take over control of the defense. We will help transfer control to you. We shall take whatever steps are necessary to continue the defense of any outstanding claim, and avoid a default judgment during the transfer of control to you. If we do so, we shall not waive or give up any of our rights. You shall pay all reasonable expense we incur for taking such steps after the limits have been exhausted.

P. Cancellation

1. Cancellation By You

You may cancel this policy by:

- a. Returning it to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

2. Cancellation By Us

We may cancel this policy as stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel by letting you know at least 30 days before the date cancellation takes effect.

Q. 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 at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

R. Other Termination Provisions

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

2. 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.

S. Severability Of Insurance

This insurance applies separately to each **insured**. However, this provision will not increase our limit of liability for any one **occurrence** or **offense**.

Communicable Disease Exclusion

This endorsement changes the policy. Please read it carefully.

SECTION III – EXCLUSIONS

A. Exclusions Specific to All Coverages, 7. Communicable Disease is deleted and replaced by the following:

7. Communicable Disease

This insurance does not cover any claim or suit for **damages**, defense costs or any other cost or expense based upon, arising out of, resulting from, in any way involving, related to (whether directly or indirectly), or in any way associated with any actual, alleged, threatened, perceived, or suspected direct or indirect transmission of, contact with, exposure to, or impact from any communicable disease, including but not limited to any actual, alleged, or perceived fear or threat of any such transmission, contact, exposure, or impact.

This Exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the:

- a. Supervision, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

This endorsement is issued as part of Policy ES247200300. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Policy Expiration Date, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.