



HUDSON EXCESS INSURANCE COMPANY

100 WILLIAM STREET 5TH FLOOR

NEW YORK, NY 10038

PERSONAL UMBRELLA LIABILITY POLICY

PART TWO – POLICY DECLARATIONS

This Declarations Page along with "Policy Provisions – Part One" and any endorsements completes this Policy.

Policy Number: PXUM0021050-00

G/A Number: 1000042

Item 1: Insured's Name: SAMPLE FL POLICY
Mailing Address: 123 SAMPLE PLACE
FORT LAUDERDALE, FL 33323
Producer's Name: Z TEST BINDING AGENT
Mailing Address: 100 WILLIAM ST
5TH FLOOR
NEW YORK, NY 10038

Item 2: Policy Period (Month/Day/Year):
From: 03/04/2021 To: 03/04/2022 At 12:01 A.M. Standard Time At Your Mailing Address Shown Above.
Policy Term: 365 Days Prior Policy: New

Item 3: Insured's Occupation: DENTIST Spouse/Other Occupation:

Item 4: The Residence Premises Is Located At The Above Address Unless Otherwise Specified Below:
Same As Mailing

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

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.

Item 5: **Limits of Liability**
(Defense Costs are provided outside this limit):

Bodily Injury, Personal Injury, and Property Damage Liability Coverage:	\$ 1,000,000
Uninsured/Underinsured Motorists Coverage:	\$ 25,000
Identity Theft Coverage:	\$ EXCLUDED
Personal Cyber Liability:	\$ EXCLUDED

Item 6: **Retained Limit (Self Insured Retention)**

Bodily Injury, Personal Injury, and Property Damage Liability Coverage:	NONE
Uninsured/Underinsured Motorists Coverage:	SEE INSURING AGREEMENT, II

Item 7: **Schedule of Underlying Insurance**

It is agreed by the Insured that insurance policies providing the following coverage: (1) Are in force and will be maintained in force (whether collectible or not) for at least the minimum underlying limits of liability stated hereafter; (2) Insure all automobiles owned, or leased by or regularly furnished to the insured; (3) Insure all premises owned, leased by, or leased to the insured; and (4) Insure all watercraft owned by the insured.

TYPE OF COVERAGE

MINIMUM UNDERLYING LIMITS

Comprehensive Personal Liability or Homeowner's:	SEE ATTACHED SCHEDULE – HUD-PUMB0006
Automobile Liability:	SEE ATTACHED SCHEDULE – HUD-PUMB0007
Watercraft Liability:	SEE ATTACHED SCHEDULE – HUD-PUMB0007

Endorsements forming a part of this policy (designated by Endorsement number)	Total Premium	\$ 332.00
HUD-PUMB0002(05/14)FL, HUD-PUMB0001(05/11), HUD-PUMB0006(08/11), HUD-PUMB0007(08/11), HUD-PUMB0021(08/11), HUD-PUMB0029(08/11)FL, HUD-PUMB0051(06/20), PHNFL, HUDPN2013, HUDPP2013, SS-FL(9/09)	Policy Fee	\$ 35.00
	Surplus Lines Tax	\$ 18.13
	Stamping Fee	\$ 0.22
		\$
	Total Policy Premium	\$ 385.35

Date of Issue: 03/04/2021

Countersigned by: X
Licensed Resident Agent or Authorized Representative

HUD-PUMB0002 (05/14) FL

Page 1 of 1

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Personal Umbrella Liability Policy

Part One

The company issuing this policy as designated on the Declarations, is hereinafter called the Company, will provide the insurance described in this policy in consideration of the payment of the premium and in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy.

DEFINITIONS:

- I. When used in this policy, including endorsements forming a part hereof:
 - A. **"Automobile"** means:
 - i. A private passenger motor vehicle, motor-cycle, moped, or motor home;
 - ii. A vehicle designed to be pulled by a private passenger motor vehicle or
 - iii. A farm wagon or farm implement while towed by a private passenger motor vehicle or motor home.
 - B. **"Bodily Injury:"**
 - i. Under Coverage A "bodily injury" means bodily harm, shock, mental anguish, mental injury, humiliation, sickness or disease sustained by any person, which occurs during the policy period, including death, required care, loss of services at any time resulting therefrom;
 - ii. Under Coverage B "bodily injury" means bodily injury, as defined in the Uninsured Motorists Insurance of the underlying insurance, which is sustained during the policy period.
 - C. **"Business:"** means:
 - i. Any trade, profession, or occupation engaged in on a full-time, part time, or occasional basis; or
 - ii. Any other activity engaged in for money or other compensation, except for the following:
 - a. One or more activities, not described in **b.** through **d.** below, for which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform activity;
 - c. Providing home day care services for which no compensation is received, other than mutual exchange of such services; or
 - d. The rendering of home day care services to a relative "insured."
 - D. **"Family Member"** means: a resident of your household who is:
 - i. Your relative, including a ward or foster child; or
 - ii. Under the age of twenty-one (21) in the care of you or an "insured" who is age twenty-one (21) or older.
 - E. **"Insured"** means:
 - i. You;
 - ii. A "family member;"
 - iii. Any person using an "auto," recreational motor vehicle," or watercraft which is owned by you and covered under this policy.
 - iv. Any other person or organization but only with respect to the legal responsibility for acts or omissions of your or any "family member" while you or any "family member" is using an "auto" or "recreations motor vehicle" covered under this policy. However, the owner or lessor of an "auto" or "recreational motor vehicle" loaned to or hired for use by an "insured" or on an "insured's" behalf, is not an "insured;"
 - v. With respect to animals owned by you or a "family member," any person or organization legally responsible for such animals. However, a person or organization using or having custody of such animals in the course of any "business" or without the consent of the owner is not an "insured."
 - F. **"Named Insured"** means:
 - i. the person named in Item 1 of the Declarations of this policy;
 - ii. the spouse thereof if a resident of the same household; or
 - iii. any civil domestic partnership.

Personal Umbrella Liability Policy

Part One

- G. **"Occurrence"** means: an accident or accidental event, including continuous or repeated exposures to substantially the same general harmful conditions, and is neither expected nor intended from the standpoint of the insured, which results, during the policy period, in:
- i. "Bodily Injury;"
 - ii. "Property Damage;" or
 - iii. The commission of an offense set forth in the definition of "Personal Injury" below;
- H. **"Personal Injury"** means: injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:
- i. False arrest, detention, or imprisonment;
 - ii. Malicious prosecution;
 - iii. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
 - iv. Oral or written publication of material that slanders or libels a person or organization's goods, products, or services; or
 - v. Oral or written publication of material that violates a person's right of privacy.
- I. **"Policy Period"** means: the period set forth in Item 2 of the Declarations, subject to the cancellation condition of this policy;
- J. **"Property Damage"** means:
- i. physical injury to or destruction of tangible property which occurs during the policy period, including all resulting loss of use of such property;
 - ii. loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an occurrence during the policy period;
- K. **"Relative"** means: any person related to the named insured by blood, adoption, or marriage (other than the spouse of the named insured) who is a resident of the named insured's household.
- L. **"Recreation Motor Vehicle"** means:
- i. All-Terrain Vehicle;
 - ii. Dune buggy;
 - iii. Golf cart;
 - iv. Snowmobile; or
 - v. Any other motorized land vehicle which is designated for recreational use off public roads.
- M. **"Retained Limit (Self-Insured Retention)"** means: the amount of ultimate net loss set forth in Item 6 of the Declarations, which shall be paid by or on behalf of the insured before liability attaches to the Company.
- N. **"Ultimate Net Loss"** means:
- i. The sum actually paid or payable in cash as damages, less all recoveries and salvages, as determined by:
 - a. A judgment against the insured in a suit on the merits, or
 - b. A settlement of a claim or suit with the prior written consent of the Company,
 - ii. But "ultimate net loss" does not include investigation, settlement, and legal expenses, including taxed court costs and premiums on bonds;
- O. **"Underlying Insurance"** means: the insurance policies scheduled in Item 7 of the Declarations;
- P. **"Underlying Limits"** means: the greater of:
- i. The amounts set forth in Item 7 of the Declarations as the minimum underlying limits, or
 - ii. The sum of the applicable limits of liability of all insurance available to the insured for injury or damage to which this policy applies (other than insurance purchased specifically to apply in excess of the Company's limit of liability under this policy);
- Q. **"Use", "Uses", "Used", and "Using"** mean: maintaining, entrustment to others, operating, loading, or unloading.
- R. **"Watercraft"** means any craft, boat, vessel, or ship designed to transport persons or property on water.

Personal Umbrella Liability Policy

Part One

INSURING AGREEMENT:

I. COVERAGES:

- A. Coverage A – Bodily Injury, Personal Injury and Property Damage Liability:
 - 1. The Company will pay on behalf of the insured the amount of ultimate net loss, which the insured becomes legally obligated to pay:
 - i. in excess of the underlying limits, whether collectible or not, because of bodily injury, personal injury, or property damage to which this policy applies, caused by an occurrence; or
 - ii. in excess of the retained limit, (self-insured retention), because of bodily injury, personal injury, or property damage to which this policy applies, caused by an occurrence which is not covered by or which is not required to be covered by the underlying insurance.
- B. Coverage B – Excess Uninsured Motorists Insurance:
 - 1. The company will pay those sums which the insured or his legal representative shall become legally entitled to recover as damages because of bodily injury which is covered by the Uninsured Motorists Insurance (including Underinsured Motorists) of the Automobile Liability policy scheduled in Item 7(b) of the Declarations, less the applicable limits of liability of such Uninsured Motorists Insurance

II. LIMITS OF LIABILITY:

- A. The Company's liability is limited as follows, regardless of the number of:
 - 1. insureds under this policy;
 - 2. persons or organizations that sustain injury or damages;
 - 3. claims made or suits brought;
 - 4. vehicles covered under this policy;
 - 5. vehicles involved in an accident;
 - 6. or coverages under this policy.
- B. The "each occurrence" limit of liability set forth in Item 5(a) of the Declarations is the total liability of the Company for the sum of all ultimate net loss under Coverage A.
- C. The "each occurrence" limit of liability set forth in Item 5(b) of the Declarations is the total liability of the Company for the sum of all ultimate net loss under Coverage B.
- D. For the purpose of determining the limit of the Company's liability, all bodily injury, personal injury, and property damage arising out of continuous or repeated exposure to substantially the same general conditions, shall be considered as arising out of one occurrence.

III. DEFENSE AND SETTLEMENT:

- A. With respect to occurrences which are covered under Coverage A of this policy but which are not covered or required to be covered by the underlying insurance, the Company, if no other insurer has an obligation to do so, shall defend any suit against the insured seeking damages on account of bodily injury, personal injury, or property damage, even if any of the allegations of the suit are groundless, false, or fraudulent. The Company shall have the right to make such investigation and settlement of any claims of suit as it deems expedient.
- B. Except as specifically provided in this section, the Company shall have no duty or obligation to assume the responsibility for the investigation, settlement, or defense of any claim made or suit brought against the insured under Coverage A or Coverage B.
- C. However, the Company shall have the right and shall be given the opportunity to investigate and to be associated in the control of any claim or suit which may, in the Company's opinion, create liability on the part of the Company under the terms of this policy.
- D. The Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by the payment of judgments or settlements

IV. SUPPLEMENTARY PAYMENTS:

- A. The Company will pay, in addition to the applicable limit of liability all expenses incurred by the Company.
- B. The Company will also pay reasonable expenses incurred by the insured at the Company's request including lost wages up to \$100 per day not to exceed a total of \$5000.
- C. With respect to occurrences covered under Coverage A, the Company will pay, in addition to the applicable limit of liability:

Personal Umbrella Liability Policy

Part One

1. All costs taxed against the insured in any suit defended by the Company's portion of any judgment thereon which accrues before or after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon; and
 2. Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, but the Company shall have no obligation to apply for or furnish any such bonds;
 3. However, the Company shall have no obligation to pay Supplementary Payments which are payable under the underlying insurance.
- D. In addition, in any country where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

V. POLICY PERIOD – TERRITORY:

- A. This policy applies under Coverage A to occurrences happening during the policy period anywhere in the world.
- B. This policy applies under Coverage B to bodily injury which is sustained during the policy period within the policy territory defined in the Uninsured Motorists Insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations.

VI. PERSONS INSURED

- A. Each of the following is an insured under Coverage A to the extent set forth below:
 1. With respect to automobiles or watercraft to which this policy applies:
 - i. The named insured while in use of any automobile or watercraft;
 - ii. Any relative using or in use of any automobile or watercraft not owned by or furnished for the regular use of the named insured provided that such use is with the insured's permission and used as insured intended; or
 - iii. Any of the following while using an automobile or watercraft owned by or in the care of the named insured:
 - a. Any person using the automobile or watercraft with the permission of the named insured;
 - b. Any person or organization legally responsible for the use of such automobile or watercraft but only if no other insurance of any kind is available to that person or organization for such liability.
 - iv. None of the following is an insured under this subsection B:
 - a. Any person or organization that is either employed or engaged in the business of selling, repairing, servicing, renting, towing, transporting, leasing, parking, storing automobiles or watercraft;
 - b. The owner or lessee (including any agent or employee thereof) of an automobile or watercraft in the care of the named insured, but this provision does not apply to the named insured or any relative;
 2. With respect to animals to which this policy applies to:
 - i. The named insured;
 - ii. Any relative; or
 - iii. Any other person or organization (other than those providing professional animal care services) legally responsible for animals owned by the named insured or any relative, but only if no other insurance of any kind is available to that person or organization for such liability;
 3. Except as provided under 1) and 2) above:
 - i. The named insured;
 - ii. Any relative; or
 - iii. Any person under the age of 21, other than a relative, who is in the care of the named insured or a relative.
- B. Any person is an insured under Coverage B who qualifies under the "Persons Insured", "Who Is Insured", or equivalent provisions of the Uninsured Motorists Insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations.

EXCLUSIONS:

- I. The following is not covered under Coverage A:

Personal Umbrella Liability Policy

Part One

- A. any obligation for which the insured or any carrier as his insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law, or under any similar law;
- B. bodily injury or property damage which is expected or intended from the standpoint of the insured.
This exclusion will not apply if:
 - 1. You were acting in good faith to protect person or property;
 - 2. Your actions were not fraudulent, criminal, or malicious; and
 - 3. The Underlying Insurance provides coverage for the loss.
- C. property damage to:
 - 1. Property owned by the insured;
 - 2. Aircraft rented to, used by, or in the care, custody, or control of the insured; or
 - 3. Any property rented to, utilized or occupied by, or in the care, custody, or control of the insured, to the extent that the insured has otherwise provided insurance therefore;
- D. bodily injury or property damage arising out of the ownership or use of any aircraft;
- E. bodily injury or property damage occurring away from the premises owned by, rented to, or controlled by the named insured and arising out of the ownership or use of any watercraft or recreational vehicle owned by the insured, but this exclusion does not apply if minimum primary limits for such watercraft are specified in Item 7(c) of the Declarations and such coverage is in force on the date of the occurrence for which claim is made hereunder;
- F. bodily injury, personal injury, or property damage arising out of the rendering of or failure to render professional services by the insured or by any person for whose acts or omissions the insured is legally responsible;
- G. bodily injury, personal injury, or property damage arising out of:
 - 1. Business pursuits of the insured; or
 - 2. Property at or from which a business is conducted by the insured and the damage is as a result of the business;
- H. bodily injury or property damage arising out of the ownership or use of any automobile or other motor vehicle in the conduct of the insured's business, but this exclusion does not apply to a private passenger automobile registered to the named insured and covered under an Automobile Liability Policy scheduled in Item 7(b) of the Declarations. As used in this exclusion, "Private Passenger Automobile" means:
 - 1. a motor home; or
 - 2. any other land motor vehicle designed for carrying not more than ten persons (including the driver) and used for the transportation of persons;
 - 3. but "Private Passenger Automobile" does not include:
 - i. a motortruck or truck tractor (other than a non-commercial) pick-up truck of less than one ton capacity);
- I. bodily injury or property damage arising out of the ownership or use of any automobile or other motor vehicle while being used as a public livery conveyance, or while carrying persons for a fee or other consideration, expressed or implied; except for a share-the expense car pool;
- J. contamination to any environment by pollutants that are introduced at any time, anywhere, in any way including any injury, damage, or expense arising out of such contamination, including, but not limited to, cleaning up, remedying, or detoxifying such contamination; or any request, demand, or order issued or made pursuant to any environmental protection or environmental liability statute or regulation; or to payment for the investigation or defense of any loss, claim, or damage related to the foregoing.
 - 1. As used in this exclusion:
 - i. "Contamination" means any unclean, unsafe, damaging, injurious, or unhealthful condition arising out of the presence of any pollutant or combination of pollutants, whether permanent or transient, in any environment;
 - ii. "Environment" includes, but is not limited to any person, any man-made object or feature, animals, crops and vegetation, land, bodies of water, underground water or water table supplies, air, or any other feature of the Earth or its atmosphere, whether or not altered, developed, or cultivated, and whether or not owned, controlled, or occupied by the insured
 - iii. "Expense" includes any expense, fine, penalty, or assessment;
 - iv. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed; as defined by the ISO commercial umbrella standard.
- K. any liability of the 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),

Personal Umbrella Liability Policy

Part One

civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- L. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of, resulting from, or caused or contributed to by:
 - 1. any fungus, mildew or mold or exposure to any fungus, mildew, or mold;
 - 2. the costs of abatement, mitigation, removal or disposal of any fungus, mildew or mold;
 - 3. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;
 - 4. any obligation to share damages with or repay someone else who must pay damages because of such injury or damage, either in equity or in tort; or
 - 5. the duty to defend or pay sums which may be owed under the Supplementary Payments provisions of the policy;
 - M. any liability to an employee or former employee arising out of a contract of employment with any insured, including, but not limited to wrongful termination or discharge;
 - N. any liability arising from the insured's activities as a director, officer, committee person, volunteer worker or other activities performed in any official capacity for any corporation, association, public authority, charitable institution or other legal entity regardless of whether such activities are performed with or without a fee or other consideration; but this exclusion does not apply to bodily injury or property damage arising out of activities performed by the named insured, without fee, for "not for profit" organizations, provided such bodily injury, property damage or personal injury is also covered under a policy scheduled in Item 7 of the Declaration;
 - O. any claim made or suit brought against the insured because of bodily injury or property damage arising out of, contributed to, or resulting from, directly or indirectly:
 - 1. a disease which is transmitted by an insured through sexual contact; or
 - 2. the transmission by an insured of the Acquired Immune Deficiency Syndrome (A.I.D.S.) virus by any means
 - P. personal injury, except to the extent that insurance therefore is provided by the underlying insurance;
 - Q. any liability imposed on the insured or the insured's insurer under any uninsured motorists, underinsured motorists, or automobile no-fault or first party bodily injury or property damage law;
 - R. any liability arising out of any automobile provided by the employer of any insured, its replacement or substitute unless underlying insurance provides coverage for the loss; or
 - S. any loss arising out of the ownership, maintenance, use, loading, unloading, entrustment, supervision of an automobile, motorcycle, recreation vehicle, or watercraft while practicing for or competing in a race, speed contest, or other competition by the insured, whether organized or not.
 - T. "Subsidence" including but not limited to: settling expansion, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, mud flow, or any other movement of land or earth including earthquake and landslide.
 - U. To any person in the care of any insured for child care services unless underlying insurance provides coverage for the loss
 - V. To any claim made or suit brought against the insured due to Host Liquor unless underlying insurance provides coverage for the loss.
- II. This policy does not apply under Coverage B:
- A. To bodily injury occurring at any time during which the named insured does not maintain underlying uninsured motorists insurance;
 - B. To any injury which is not covered or collectible for any reason under the uninsured motorists insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations.
- III. To any fines, penalties, punitive or exemplary damages of any kind.
- IV. This policy does not apply under any liability coverage:
- A. to injury, sickness, disease, death or destruction
 - 1. 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had

Personal Umbrella Liability Policy

Part One

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.

- B. under any Medical Expense Coverage, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - 1. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed 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 injury, sickness, disease, death or destruction 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 facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- 4. As used in this exclusion:
 - i. "hazardous properties" includes radioactive, toxic or explosive properties;
 - ii. "nuclear material" means source material, special nuclear material or by-product material;
 - iii. "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - iv. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - v. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - vi. "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 storage or disposal of waste,
 - e. 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;
 - vii. "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;
- 5. With respect to injury to or destruction of property, the word "Injury" or "destruction" includes all forms of radioactive contamination of property

CONDITIONS:

I. PREMIUM:

The premium for this policy is as stated in the Declarations. The named insured shall promptly notify the Company in the event there is a change in the coverage afforded by the underlying insurance or the named insured acquires or disposes of any premises, automobiles, or watercraft. Any premium adjustment shall be made as of the date of such change, acquisition, or disposal in accordance with the Company's rules, rates, and rating plans applicable to the insurance afforded herein.

Personal Umbrella Liability Policy

Part One

II. INSURED DUTIES IN THE EVENT OF OCCURRENCE, CLAIM, OR SUIT:

- A. Written notice of any injury or damage which appears likely to result in a claim under this policy shall be given to the Company by or for the insured as soon as practicable.
- B. Such notice shall contain particulars sufficient to identify the insured and the fullest information available at the time.
- C. If claim is made or suit is brought against the insured for injury or damage with respect to which insurance is afforded under this policy, the insured shall immediately forward to the Company copies of every demand, notice, summons, or other process received by him or his representative.
- D. The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- E. The insured shall not, except at own expense, voluntarily make any payment, assume any obligation, or incur any expense.

III. MAINTENANCE OF UNDERLYING INSURANCE:

- A. With respect to Coverage A, the named insured agrees to maintain insurance in full effect during the policy period for the coverages, and minimum underlying limits set forth in Item 7 of the Declarations. Such insurance shall not afford sub-limits of liability with respect to any coverage or driver.
- B. Failure of the named insured to comply with this agreement shall not invalidate this policy. However, if any portion of the underlying insurance terminates during the policy period, is uncollectible for any reason, or has applicable limits of liability lower than the minimum required amounts set forth in Item 7 of the Declarations, this policy shall apply in the same manner it would have applied had the underlying insurance been in force, fully collectible, and with the minimum required limits of liability.
- C. With respect to Coverage B, the named insured agrees to maintain uninsured motorists insurance in full effect during the policy period. If such insurance terminates during the policy period or is uncollectible for any reason, the Excess Uninsured Motorists insurance under this policy does not apply.

IV. APPEALS:

In the event the insured or any other interest elects not to appeal a judgment in excess of the underlying limits, the Company may elect to do so and shall be liable, in addition to the applicable limit of liability hereunder, for the legal expenses at such appeal (including the taxable court costs and interest incidental thereto). However, in no event shall the total liability of the Company exceed the applicable limit of liability set forth in Part Two – Policy Declarations, item 5, Sub-Item (a), plus the expenses of such appeal.

V. ACTION AGAINST THE COMPANY:

- A. No action shall lie against the Company under Coverage A unless, as a condition precedent thereto:
 - 1. There has been full compliance with all of the terms of this policy;
 - 2. The insured has paid or shall have become legally obligated to pay the full amount of the underlying limits;
 - 3. Any applicable retained limit (self-insured retention) has been paid by or on behalf of the insured; and
 - 4. The amount of the insured's obligation to pay ultimate net loss has been finally determined.
- B. No action shall lie against the Company under Coverage B unless, as a condition precedent thereto:
 - 1. There shall have been full compliance with all the terms of this policy;
 - 2. The insurer of the Uninsured Motorists Insurance shall have paid the insured the full amount of its limit of liability.
 - 3. The amount of the insured's damages shall have been finally determined either by judgment after actual trial or by written agreement of the insured, the applicable primary insurer, and the Company; and
 - 4. The insured shall have taken all appropriate legal action against anyone responsible for the injuries.
- C. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured, nor shall the Company be impeded by the insured or his legal representative.

Personal Umbrella Liability Policy

Part One

VI. PAYMENT OF A LOSS:

- A. Under Coverage A, the Company will pay on behalf of the insured the amount of ultimate net loss that is within the Company's limit of liability and to which this policy applies.
- B. Under Coverage B, the Company will pay the insured the amount of damages that is within the Company's limit of liability and to which this policy applies.
- C. Any claim against the Company by the insured under either Coverage A or Coverage B of this policy shall be made within twelve months after the insured pays or becomes legally obligated to pay an amount of ultimate net loss within the Company's limit of liability under Coverage A or Coverage B.

VII. OTHER INSURANCE:

The insurance afforded by this policy shall be excess over any other insurance collectible by the insured, irrespective of whether such other insurance is stated to be primary, contributing, excess, contingent, or otherwise; provided, however, this condition shall not apply to insurance purchased specifically to apply in excess of the Company's limit of liability under this policy.

VIII. SUBROGATION:

Because this policy provides excess insurance, the insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that in case of any payment hereunder, the Company will act in concert with all other interests concerned (including the insured), in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow the principle that any interest (including the insured) that has paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them. The Company shall then be reimbursed out of any balance then remaining up to the amounts paid under this policy. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests concerned (including the insured) in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered. Lastly, any interest of this policy (including the insured) is entitled to claim any residual remaining value in excess of the all amounts paid by the Company.

IX. CHANGES:

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

X. ASSIGNMENT:

- A. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the named insured dies, such insurance as is afforded by this policy shall apply:
 - 1. to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and
 - 2. with respect to the property of the named insured, to the person having proper temporary custody there-of, as insured, but only until the appointment and qualification of the legal representative.

XI. LIBERALIZATION:

If the Company makes any changes in Personal Umbrella Liability policy provisions that extend or broaden the coverages without additional premium, such changes shall apply to this policy, provided the proper insurance regulatory agency approves and allows the changes during the policy period.

XII. CANCELLATION:

- A. This policy may be cancelled by the named insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective.
- B. This Policy may be cancelled by the Company by mailing a written notice to the named insured at the address shown on the declarations page for the following reasons:
 - 1. Non-payment of premium in which a minimum of fifteen (15) days notice will be given.
 - 2. For any other reasoning in which a minimum of thirty (30) days notice will be given.
- C. Delivery of such written notices, whether by the Insured or by the Company, shall be equivalent to mailing.

Personal Umbrella Liability Policy Part One

- D. If the Company cancels, earned premium shall be computed pro rata.
- E. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures (Pro Rata x .90).
- F. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- G. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Named Insured.

XIII. NONRENEWAL:

- A. The Company may elect not to renew this policy.
- B. The Company may do so by mailing you notice at least forty-five (45) days prior to the expiration date of this policy.

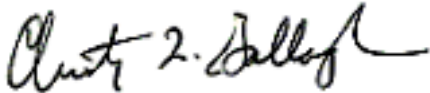
XIV. BANKRUPTCY AND INSOLVENCY:

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve the Company of any of its obligations under this policy.

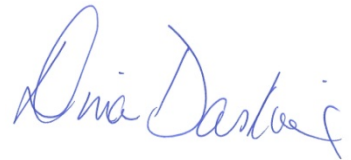
XV. REPRESENTATIONS:

- A. By acceptance of this policy, the named insured agrees:
 - 1. The statements in the application, in the Declarations, and in any subsequent notice relating to underlying insurance are his agreements and representations;
 - 2. This policy is issued and continued in reliance upon the truth of such statements; and
 - 3. This policy embodies all agreements existing between the named insured and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.



President



Secretary

Endorsement #: 1
This endorsement is effective: 03/04/2021
Forms a part of policy number: PXUM0021050-00
Issued to: SAMPLE FL POLICY
By: Hudson Excess Insurance Company

SCHEDULE OF UNDERLYING INSURANCE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

IT IS AGREED THAT IN CONSIDERATION OF THE PREMIUM ON THE DECLARATIONS
PAGE ITEM 7, SCHEDULE OF UNDERLYING, INSURANCE IS AMENDED TO READ:

TYPE OF COVERAGE:

A. COMPREHENSIVE PERSONAL LIABILITY OR HOMEOWNERS:

Location: 123 SAMPLE PLACE FORT LAUDERDALE FL 33323

Carrier: AAA INSURANCE CO **Policy Number:** **Limit:** 500,000

Location:

Carrier: **Policy Number:** **Limit:**

Location:

Carrier: **Policy Number:** **Limit:**

B. SCHEDULE OF RENTAL UNITS:

Location: **Units:**

Carrier: **Policy Number:** **Limit:**

Location: **Units:**

Carrier: **Policy Number:** **Limit:**

Location: **Units:**

Carrier: **Policy Number:** **Limit:**

Endorsement #: 1
This endorsement is effective: 03/04/2021
Forms a part of policy number: PXUM0021050-00
Issued to: SAMPLE FL POLICY
By: Hudson Excess Insurance Company

SCHEDULES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

TYPE OF COVERAGE:

A. SCHEDULE OF FARMS & VACANT LAND:

Location:	VACANT LAND ADDRESS	Acres:	150
Carrier:	AAA INSURANCE CO	Policy Number:	Limit: 500,000
Location:		Acres:	
Carrier:		Policy Number:	Limit:
Location:		Acres:	
Carrier:		Policy Number:	Limit:

B. SCHEDULE OF AUTO LIABILITY:

Year:	2018	Make:	TOYOTA	Model:	HIGHLANDER
Carrier:	AAA INSURANCE CO	Policy Number:		Limit:	500,000
Year:		Make:		Model:	
Carrier:		Policy Number:		Limit:	
Year:		Make:		Model:	
Carrier:		Policy Number:		Limit:	
Year:		Make:		Model:	
Carrier:		Policy Number:		Limit:	
Year:		Make:		Model:	
Carrier:		Policy Number:		Limit:	

C. SCHEDULE OF WATERCRAFT:

Year:	Make:	Model:
Carrier:	Policy Number:	Limit:
Year:	Make:	Model:
Carrier:	Policy Number:	Limit:
Year:	Make:	Model:
Carrier:	Policy Number:	Limit:

D. SCHEDULE OF DRIVERS:

Name:	SAMPLE FL POLICY		
License #:	1234567	License State:	HI
		Date of Birth:	11/03/1986
Name:			
License #:		License State:	
		Date of Birth:	
Name:			
License #:		License State:	
		Date of Birth:	
Name:			
License #:		License State:	
		Date of Birth:	
Name:			
License #:		License State:	
		Date of Birth:	

Endorsement #: 1
This endorsement is effective: 03/04/2021
Forms a part of policy number: PXUM0021050-00
Issued to: SAMPLE FL POLICY
By: Hudson Excess Insurance Company

PRIVACY NOTICE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

When you applied for this coverage you entrusted us with some private information about yourself. Like you, we are concerned with your privacy and its protection. As a result, we want you to be aware of our actions for protecting your privacy and about our rights and duties regarding recorded information about you. As our customer, we want you to know how we gather information, how we protect it, and how you can help ensure its accuracy.

WHAT KIND OF INFORMATION IS COLLECTED ABOUT YOU.

1. In the request for insurance was private information supplied by you. In some instances it becomes required for us to obtain extra information. We use this information to confirm or add to the information given in your request. We gather this information from independent sources. These independent sources are often called consumer reporting agencies. We may use the information from such consumer reporting agencies in order to determine your eligibility for insurance, and not for rating purposes.
2. You have a right to access the information we have collected about you. Further, you have the right to make corrections with respect to all personal information contained in our files. Since, like you, we are concerned with the safety of your privacy, the information collected about you is kept confidential.
3. In some situations, private and other privileged information may be disclosed to certain parties. These parties include but are not limited to reinsuring companies and insurance claim adjusters.
4. Some private information and other restricted information collected by us or our agents may, in some circumstances, be disclosed to certain parties, such as reinsuring companies or insurance claim adjusters needed to service your insurance account. This may be done without your authorization, as permitted or required by law.

Endorsement Number: 1
This endorsement effective: 03/04/2021
Forms a part of policy number: PXUM0021050-00
Issued to: SAMPLE FL POLICY
By: Hudson Excess Insurance Company

EXCESS UNINSURED/UNDERINSURED MOTORIST COVERAGE ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

This endorsement adds the following coverage: **Coverage B, Excess Uninsured/Underinsured Motorist Coverage** to the policy to which this endorsement is attached.

Section **INSURING AGREEMENTS** adds the following:

I. COVERAGES, Coverage B is added as follows:

Coverage B – The company will pay those sums which the insured, or their legal representative, shall become legally entitled to recover as damages because of bodily injury which is covered by the Uninsured/Underinsured Motorists Insurance of the Automobile Liability policy scheduled in item 7(b) of the Declarations, less the applicable limits of liability of such Uninsured/Underinsured Motorists Insurance.

II. LIMITS OF LIABILITY adds the following:

1. (ii) all damages under coverage B.
2. Subject to the "each accident" limit of liability set forth in item 5(b) – Uninsured Motorist Coverage of the Declarations page, the total liability of the Company for damages under coverage B is the most we will pay for all damages resulting from any one loss.

III. DEFENSE AND SETTLEMENT, ITEM B adds the following:

1. Any claim made by the insured, or suit brought on in behalf of the insured under coverage B;

V. POLICY PERIOD – TERRITORY adds the following:

- B. This policy applies under Coverage B to bodily injury which is sustained during the policy period within the policy territory defined in the Uninsured/Underinsured Motorist Insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations.

VI. PERSONS INSURED adds the following:

- B. Any person is an insured under Coverage B who qualifies under the "Persons Insured," "Who is Insured," or equivalent provisions of the Uninsured Motorists Insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations.

Section **EXCLUSIONS** adds the following:

1. Under **ITEM B**, the wording "Coverage B" is added to exclude fines, penalties, punitive, or exemplary damages of any kind.
2. **ITEM D** is added to section:
 - D. This policy does not apply under Coverage B:
 1. To bodily injury occurring at any time during which the named insured does not maintain underlying uninsured motorist insurance;

2. To any injury which is not covered or collectible for any reason under the uninsured motorists insurance of the Automobile Liability Policy scheduled in Item 7(b) of the Declarations

Section **CONDITIONS** adds the following:

2. **ITEM C, SUB-ITEM 2** is added:

With respect to Coverage B, the named insured agrees to maintain uninsured motorists insured in full effect during the policy period. If such insurance terminates during the policy period or is uncollectible for any reason, the Excess Uninsured/Underinsured Motorist insurance under this policy does not apply.

3. **ITEM E, SUB-ITEM 3** is added:

No action shall lie against the Company under Coverage B unless, as a condition precedent thereto:

1. There shall have been full compliance with all the terms of this policy;
2. The insurer of the Uninsured Motorists Insurance shall have paid the insured the full amount of its limit of liability.
3. The amount of the insured's damages shall have been finally determined either by judgment after actual trial or by written agreement of the insured, the applicable primary insurer, and the Company.
4. The insured shall have taken all appropriate legal action against anyone responsible for the injuries.

4. **ITEM F, PAYMENT OF A LOSS** adds the following:

1. **Sub-Item 3** is added as follows:

3. Under Coverage B, the Company will pay the insured the amount of damages that is within the Company's limit of liability and to which this policy applies

2. **Sub-Item 4** is added as follows:

4. Any claim against the Company by the insured under Coverage B of this policy shall be made within twelve (12) months after the insured:
 - a) Becomes legally entitled to recover an amount of damages within the Company's limit of liability under Coverage B

Section **DEFINITIONS** adds the following:

1. Sub-section "**bodily injury**" adds the following:

- (b) Under Coverage B "bodily injury" means bodily injury, as defined in the Uninsured Motorists Insurance of the underlying insurance, which is sustained during the policy period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement #: 1
This endorsement is effective: 03/04/2021
Forms a part of policy number: PXUM0021050-00
Issued to: SAMPLE FL POLICY
By: Hudson Excess Insurance Company

FUNGI, VIRUS OR BACTERIA EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL UMBRELLA LIABILITY**

SECTION VIII. EXCLUSIONS A. is amended to include:

Bodily Injury, personal injury or property damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi, virus**, bacteria or other microorganism, whether related, in any manner, to a declared or undeclared **epidemic** or **pandemic** that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- a. This exclusion applies, whether or not due to the **insured's** negligence, unintentional act or wrongdoing in the:
 1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi, virus**, bacteria or other microorganism, by any **insured** or by any other person or entity.
 2. Failure to provide any state or governmental mandated personal protective equipment;
 3. Failure to prevent the spread of the disease;
 4. Failure to report the disease to authorities; or
 5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any **insured**.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or suit related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

SECTION I. DEFINITIONS is amended to include the following:

- A. **Epidemic or pandemic** means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally.
- B. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- C. **Virus** means any type of submicroscopic infectious agent that replicates only inside the living cells of an organism.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Important Notice
NOTICE TO FLORIDA POLICYHOLDERS

In the event you should have a question, complaint or concern about your insurance policy you may contact:

Hudson Excess Insurance Company
100 William Street 5th Floor
New York, NY 10038
(866) 246-9945

HUDSON INSURANCE GROUP

Privacy Notice

To Our Customers:

You provide us with most of the information about you that we use in evaluating your application and servicing your insurance policy. We may collect non-public personal information about you from any of the following sources: Information from you on your application and other forms; Information about your transactions with Hudson Insurance Group, our affiliates or others; and information we receive from a consumer reporting agency. Depending on the nature of your coverage, we may collect information about you from third parties, such as other persons proposed for coverage under your policy or the State Motor Vehicle Department concerning your driving record.

We do not disclose any non-public information about our customers or former customers to anyone, except (i) for our everyday business purposes such as to process insurance transactions, maintain and adjust claims, respond to court orders and legal investigations, or (ii) as otherwise permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization.

We restrict access to information about you to employees who need to know in order to provide you with products or to provide you benefits or services under them. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information.

You have the right to obtain access to certain items of information we have collected about you, and you have the further right to request correction of information if you feel it is inaccurate.

We would be pleased to tell you about our policies and procedures for the privacy of your information. For a copy of our privacy policy or to access your information, please contact us at:

Hudson Insurance Group
2280 Wardlow Circle, Suite 205
Corona, CA 92880
Tel. (951) 278-5648
Fax. (951) 268-3399
www.hudsoninsgroup.com

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Important Notice

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), HUDSON INSURANCE GROUP ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO THIS INSURANCE COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.

Hudson Insurance Group consists of:
Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company

PRIVACY POLICY

Hudson Insurance Group does not disclose any nonpublic personal information about individual policyholders or claimants to any affiliate or any non-affiliate third party other than those permitted by law and only for the purpose of transacting the business of the policyholder's insurance coverage or claim.

**Hudson Insurance Group consists of:
Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company**

HUDSON EXCESS INSURANCE COMPANY
(A New York Domiciled Corporation)

Service of Suit

Florida Endorsement

In consideration of the premium paid, it is hereby understood and agreed that the following shall apply to:

Policy Number: PXUM0021050-00

Effective Date: 03/04/2021

Service of Suit – Florida

It is hereby agreed by the Company and the Named Insured that:

In the event of a failure by the Company to pay any amount claimed to be due under this policy, the Company will, at the Named Insured's request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. Nothing in this endorsement constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In a suit instituted against the Company under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefore, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Company's 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 or its beneficiary arising out of this contract of insurance.

The officer named below is authorized and directed to accept service of process on the Company's behalf:

**Chief Financial Officer
Florida Department of Financial Services
200 E. Gaines Street
Tallahassee, FL 32399-0300**

Having accepted service of process on the Company's behalf, the officer is authorized to mail the process or a true copy to:

Dina G. Daskalakis
Hudson Excess Insurance Company
Administrative Office
100 William Street, 5th Floor
New York, NY 10038

All other policy terms and conditions shall remain the same.