

reliance upon the statements in the Declarations made a part hereof, and subject to all of the terms of this policy, agrees with the “named insured” as follows:

INSURING AGREEMENTS

I. COVERAGES

Coverage A—Excess “Bodily Injury,” “Personal Injury” and “Property Damage” Liability.

The Company will pay on behalf of the insured the amount of “ultimate net loss,” which the insured becomes legally obligated to pay:

1. In excess of the “underlying limits” (whether collectible or not) because of “bodily injury” or “property damage” to which this policy applies, caused by an “occurrence.”
2. In excess of the retained limit (self-insured retention) because of “bodily 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.”
3. In excess of the “underlying limits” (whether collectible or not) because of “personal injury” for which an “insured” becomes legally liable due to one or more offenses listed under the definition of “personal injury” to which this insurance applies.
4. In excess of the “retained limit (self-insured retention)” because of “personal injury” for which an “insured” becomes legally liable due to one or more offenses listed under the definition of “personal injury” to which this insurance applies.

Coverage B—Excess Uninsured Motorists Insurance.

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

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; or
6. coverages under this policy;

the Company’s liability is limited as follows:

1. 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:
 - a. all “ultimate net loss” under Coverage A; and
 - b. all damages under Coverage B.
2. Subject to 1. above, the “each accident” limit of liability set forth in Item 5(b) of the Declarations is the total liability of the Company for damages under Coverage B.

For the purpose of determining the limit of the Company’s liability, all “bodily injury,” “personal injury,” and “property damage” arising out of the 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; and the Company shall have the right to make such investigation and settlement of any claims or suit as it deems expedient.
- B. Except as specifically provided under A. above, the Company shall have no duty or obligation to assume the responsibility for the investigation, settlement, or defense of:
 1. any claim made or suit brought against the

claim 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:
1. All expenses incurred by the Company; and
 2. Reasonable expenses incurred by the insured at the Company's request, other than loss of earnings.
- B. With respect to "occurrences" covered under Coverage A, the Company will pay, in addition to the applicable limit of liability:
1. All costs taxed against the insured in any suit defended by the Company's portion of any judgment thereon which accrues 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;
 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, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- provided, however, the Company shall have no obligation to pay Supplementary Payments which are payable under the "underlying insurance."
- C. 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

- a. The "named insured," while "using" any "automobile" or "watercraft";
- b. Any "relative," while "using" any "automobile" or "watercraft" not owned by or furnished for the regular "use" of the "named insured" or any "relative," provided such "use" is with the owner's permission and for the purpose the owner intended; or
- c. Any of the following, while "using" the "automobile" or "watercraft" owned by or in the care of the "named insured":
 - (i) Any person "using" an "automobile" or "watercraft" with the permission of the "named insured" and for the purpose intended by the "named insured";
 - or
 - (ii) 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.

None of the following is an insured under this subsection c.:

- (i) Any person or organization that is either employed or engaged in the "business" of selling, repairing, servicing, renting, towing, transporting, leasing, parking, or storing "automobiles" or "watercraft."
 - (ii) 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:
- a. The "named insured";
 - b. Any "relative"; or
 - c. 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:

EXCLUSIONS

A. This policy does not apply under Coverage A:

1. To 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;
2. To "bodily injury" or "property damage" which is expected or intended from the standpoint of the insured, but this exclusion does not apply to "bodily injury" resulting from the "use" of reasonable force to protect persons or property;
3. To "property damage" to:
 - a. Property owned by the insured;
 - b. Aircraft rented to, "used" by, or in the care, custody, or control of the insured; or
 - c. 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 therefor;
4. To "bodily injury" or "property damage" arising out of the ownership or "use" of any aircraft;
5. To "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" 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;
6. To "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;
7. To "bodily injury," "personal injury," or "property damage" arising out of:
 - a. "Business" of the insured; or
 - b. Property at or from which a "business" is conducted by the insured;

ing not more than ten persons (including the driver) and "used" for the transportation of persons;

but "Private Passenger Automobile" does not include:

- a. a motorcycle; or
 - b. a motortruck or truck tractor (other than a non-commercial pickup truck of less than one ton capacity),
9. To "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,
10. a. To contamination of any environment by pollutants that are introduced at any time, anywhere, in any way;
- b. To any injury, damage, or expense arising out of such contamination, including, but not limited to cleaning up, remedying, or detoxifying such contamination;
 - c. To any injury, damage, or expense arising out of any request, demand, or order issued or made pursuant to any environmental protection or environmental liability statute or regulation; or
 - d. To payment for the investigation or defense of any loss, claim, or damage related to the above.

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;

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;

12. To 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;
 13. To 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" or "property damage" is also covered under a policy scheduled in Item 7 of the Declarations;
 14. To 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:
 - a. a disease which is transmitted by an insured through sexual contact; or
 - b. the transmission by an insured of the Acquired Immune Deficiency Syndrome (AIDS) virus by any means;
 15. To "personal injury," except to the extent that insurance therefore is provided by the "underlying insurance"; and
 16. To 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.
- B. 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 motorists insurance; or
 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.

Liability Underwriters of 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

- b. 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 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.
2. 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.
 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - a. 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;
 - b. 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
 - c. 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.

As used in this exclusion:

"hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear material" means source material, special

by any person or organization or any nuclear facility included within the definition of nuclear facility under paragraph a. or b. thereof;

“nuclear facility” means

1. any nuclear reactor;
2. 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;
3. 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; or
4. any structure, basin, excavation, premises or place prepared or “used” for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises “used” for such operations;

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

With respect to injury to or destruction of property, the word “injury” or “destruction” includes all forms of radioactive contamination of property.

CONDITIONS

A. Premium

The premium for this policy is as stated in the Declarations.

The “named insured” shall promptly notify the Company in the event:

1. There is a change in the coverage afforded by the “underlying insurance;” or
2. The “named insured” acquires or disposes of any premises, “automobiles,” or “watercraft.”

Any premium adjustment shall be made as of the date

the time.

2. 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.
3. 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.
4. The insured shall not, except at his own expense, voluntarily make any payment, assume any obligation, or incur any expense.

C. Maintenance of “underlying insurance”

1. 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.

Failure of the “named insured” to comply with this agreement shall not invalidate this policy, but 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.

2. With the 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.

E. Action against the Company

1. No action shall lie against the Company under Coverage A unless, as a condition precedent thereto:
 - a. There shall have been full compliance with all of the terms of this policy;
 - b. The insured shall have paid or shall have become legally obligated to pay the full amount of the "underlying limits";
 - c. Any applicable retained limit (self-insured retention) shall have been paid by or on behalf of the insured; and
 - d. The amount of the insured's obligation to pay "ultimate net loss" shall have been finally determined.
2. No action shall lie against the Company under Coverage B unless, as a condition precedent thereto:
 - a. There shall have been full compliance with all the terms of this policy;
 - b. The insurer of the Uninsured Motorists Insurance shall have paid the insured the full amount of its limit of liability;
 - c. 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
 - d. The insured shall have taken all appropriate legal action against anyone responsible for the injuries.
3. 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 impleaded by the insured or his legal representative

F. Payment of Loss

1. 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.
2. 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

G. 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.

H. 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) who shall have 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. Lastly, the interests (including the insured) of whom this policy is in excess are entitled to claim any residue remaining. 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.

I. 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.

J. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the "named insured" shall die, such insurance as is afforded by this policy shall

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."

L. Cancellation

1. This policy may be canceled by the "named insured" by mailing to the Company written notice stating when thereafter the cancellation shall be effective.
2. This policy may be canceled by the Company by mailing to the "named insured" at the address shown in this policy written notice stating when, not less than 30 days thereafter, such cancellation shall become effective.

The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour stated in the notice shall be the end of the "policy period." Delivery of such written notice either by the "named insured" or by the Company shall be the equivalent of mailing.

If the "named insured" cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be calculated pro rata. Premium adjustment may be made either at the time cancellation is afforded or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

M. Bankruptcy and Insolvency

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

N. Representations

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.

a trailer, farm wagon or farm implement.

"Bodily Injury":

1. Under Coverage A "Bodily Injury" means bodily injury, shock, mental anguish, sickness or disease sustained by any person, which occurs during the "policy period," including death at any time resulting therefrom; and
2. 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";

"Business" includes trade, profession or occupation;

"Insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"Named Insured" means:

1. The person named in Item 1 of the Declarations of this policy, and
2. The spouse thereof if a resident of the same household;

"Occurrence" means:

1. An accident or accidental event, including continuous or repeated exposure to conditions, which results in "bodily injury" or "property damage" neither expected nor intended from the standpoint of the insured (other than an intentional act by or at the direction of the insured which results in "bodily injury," if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property);
2. The commission of an offense set forth in the definition of "Personal Injury" below; or
3. Any combination of 1. or 2. above in a single event or a series of related events;

"Personal Injury" means injury, other than "bodily injury" or "property damage," arising out of one or more of the following offenses committed during the "policy period":

“Property Damage” means:

1. Physical injury to or destruction of tangible property which occurs during the “policy period,” including all resulting loss of use of such property; or
2. 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”;

“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;

“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;

b. Investigation, settlement, and legal expenses, including taxed court costs and premiums on bonds;

“Underlying insurance” means the insurance policies scheduled in Item 7 of the Declarations;

“Underlying limits” means the greater of:

1. The amounts set forth in Item 7 of the Declarations as the minimum “underlying limits,” or
2. 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);

“Use,” “uses,” “used,” and “using” mean maintaining, entrustment to others, operating, loading, or unloading;

“Watercraft” means any craft, boat, vessel, or ship designed to transport persons or property on water.

PRIVACY STATEMENT

We value you as a customer and respect your right to privacy. We know that you purchase our products and services because you trust that we stand behind our promises. We pledge our commitment to treat your information responsibly, and we created this privacy policy to show you that we are working hard to protect your privacy.

Confidentiality and security

We use physical and technical safeguards to protect your information. We restrict access to your information to those who need it to perform their jobs. Third-party business partners are bound by law to use the information only for our purposes. They may not disclose it or use it in any other way. We comply with all data security laws.

Collecting your personal information

We collect personal information about you from different sources. For example, we collect information you send us on applications and forms. We also collect information from your transactions with our sister companies, others, or us. We may collect information from a consumer-reporting agency, demographic firm, or medical provider. This collection depends on the product or service you request.

Sharing your personal information

We do not sell your information to anyone. We may share this information with a business that carries out services and marketing for us. We may share your information as required or permitted by law. We may share your information for a legal or regulatory purpose or to combat fraud. This sharing depends on the products you select. These include the following types of information.

- We may share information we receive from you on applications or other forms. This may include your name, address, beneficiaries, Social Security number, and family member information. This may also include assets, income, and the property address and value.
- We may share information from your transactions with our sister companies, or us. This may include your account balance, policy coverage, and payment history. This may also include premium paid, preferences, claims, and purchase method.
- We may share information we receive from a consumer-reporting agency or other report. This may include your credit report, motor vehicle, and driver data. This may also include medical and employment data, loss history reports, and other driver data.

Information sharing and opt out

We do not sell your personal information to anyone for any reason. We do not share it, except to service your product. These reasons are described in more detail above and are permitted by federal and state law. Therefore, there is no need for you to opt out. If we change our sharing policy, we will tell you and give you a chance to opt out before we share your information.

- Servicing your policy, account, or claim
- As required or permitted by law
- At your request and with your authorization

Questions

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy. We will provide you a copy of your personal information that we control and can reasonably retrieve. To access your information, you must provide the following:

1. All policy numbers you want to access.
2. Please sign your request and have your signature notarized. This helps us ensure the identity of the person requesting the information.

We do not currently charge a fee to cover the cost of providing you with a copy of this information. However, we reserve the right to charge a small fee in the future. You may request that we correct your personal information in our files. Please note that we do not control information provided by third parties. So, you will need to contact the third party to correct any information from them. Sometimes we obtain your consumer or credit report. If so, you may request the credit-reporting agency's name and address. You may ask the agency to give you a copy of your report.

Please send privacy inquiries to:

Scottsdale Insurance Company
Attn: Compliance Manager
P.O. Box 4110
Scottsdale, AZ 85261-4110

When you write to us, please include your name, address, and policy number, and your agent name and number, if you know it. You can contact your agent to change information that we control, such as your address. This privacy statement describes our privacy practices for both current and former customers. We will provide one copy of this notice to joint policy or contract holders. Please share this information with everyone covered by your policy or contract. If you request, we will send more copies of this statement.

Thank you for choosing Scottsdale.

We look forward to building a lifetime relationship with you.

Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company

SEXUAL ABUSE EXCLUSION

In consideration of the premium charged, it is agreed that such coverage as is provided by this policy shall not apply to any claim, demand and causes of action arising out of or resulting from either sexual abuse or licentious, immoral, or sexual acts, whether caused by, or at the instigation of, or at the direction of, or omission by, the insured, his employees, patrons, or any causes whatsoever.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

**MOLD EXCLUSION
(PERSONAL LINES)**

This policy does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage," or medical payments arising from or in any way involving, directly or indirectly, mold, fungi, mildew, spores, wet or dry rot, or similar organisms, regardless of cause.

The Company shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

PERSONAL EXCESS UMBRELLA AMENDATORY ENDORSEMENT—CANCELLATION AND NONRENEWAL

A. CONDITION L. CANCELLATION is replaced by the following:

- L.1. This policy may be cancelled by the Named Insured by mailing or delivering to the Company written notice stating when thereafter the cancellation shall be effective.
2. This policy may be cancelled by the Company by mailing or delivering to the Named Insured written notice of cancellation at least:
- (1) Ten (10) days before the effective date of cancellation if the Company cancels for nonpayment of premium; or
 - (2) Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

3.a. MIDTERM CANCELLATION

If this policy has been in effect for seventy (70) days or more, or if this policy is a renewal of a policy the Company issued, the Company may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- (4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
- (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6) A determination by the commissioner that continuation of the Company's present volume of premiums would jeopardize the Company's solvency or be hazardous to the interest of its policyholders, creditors or the public;
or
- (7) A determination by the commissioner that the continuation of the policy would violate, or place the Company in violation of, any provision of the code.

b. ANNIVERSARY CANCELLATION

If this policy is written for a term longer than one (1) year, the Company may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the Named Insured at the last mailing address known to the us at least thirty (30) days before the anniversary date.

NONRENEWAL

1. If the Company elects not to renew this policy, the Company will mail or deliver to the Named Insured shown in the Declarations a notice of intention not to renew at least thirty (30) days before the agreed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of written notice shall be the equivalent of mailing.
2. The Company need not provide this notice if:
 - a. The Named Insured has accepted replacement coverage;
 - b. The Named Insured has requested or agreed to nonrenewal; or
 - c. This policy is expressly designated as nonrenewable.

C. NOTICES

1. Notice of cancellation or nonrenewal in accordance with A. and B. above, will be mailed, first class or certified, or delivered to the Named Insured at the last mailing address known to the Company and will state the reason for cancellation or nonrenewal.
2. The Company will also provide a copy of the notice of cancellation for both policies in effect less than seventy (70) days and policies in effect seventy (70) days or more, to the agent who wrote this policy.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE