



# MARKEL INSURANCE COMPANY

## PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> <li>• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;</li> <li>• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;</li> <li>• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records.</li> </ul> <p>Personal information does not include:</p> <ul style="list-style-type: none"> <li>• publicly-available information from government records;</li> <li>• de-identified or aggregated consumer information.</li> </ul> <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
<b>For Our everyday business purposes and as required by law –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
<b>For Our marketing purposes –</b> to offer Our products and services to you	Yes	No
<b>For Joint Marketing with other financial companies</b>	Yes	No
<b>For Our Affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For Our Affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For Our Affiliates to market you</b>	No	We don't share
<b>For Nonaffiliates to market you</b>	No	We don't share
<b>Questions?</b> Call (888) 560-4671 or email <a href="mailto:privacy@markel.com">privacy@markel.com</a>		

Who We are	
<b>Who is providing this Notice?</b>	A list of Our companies is located at the end of this Notice.

What We do	
<b>How do We protect your personal information?</b>	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a> .
<b>How do We collect your personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• complete an application or other form for insurance</li> <li>• perform transactions with Us, Our Affiliates, or others</li> <li>• file an insurance claim or provide account information</li> <li>• use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
<b>Why can't you limit all sharing of your personal information?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for Affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• sharing for Nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our Affiliates include member companies of Markel Group.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.</li> </ul>

Other Important Information
<p><b>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA:</b> Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p><b>For Residents of CA:</b> You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>.</p>
<p><b>For Residents of MA and ME:</b> You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p><b>Markel Group of Companies Providing This Notice:</b> City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



## MARKEL INSURANCE COMPANY

### U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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



## MARKEL INSURANCE COMPANY

### CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we may retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 90% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

However, the penalties set forth in the preceding paragraph will not apply under the following circumstances, even if the first Named Insured cancels the policy:

1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance;
2. Cancellation takes place after the first year for a prepaid policy written for a term of more than one year; or
3. The policy is rewritten in the same insuring company or company group.

SAMPLE



## **MARKEL INSURANCE COMPANY**

### **IMPORTANT INFORMATION** **California Insurance Guarantee Association**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share. California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" with an amount will be displayed on your premium notice.

SAMPLE



## **MARKEL INSURANCE COMPANY CALIFORNIA COMPLAINT NOTICE**

In the event you need to contact someone regarding a dispute about your policy, premium or a claim that you have filed, please contact your broker or agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

**Markel Insurance Company**  
4521 Highwoods Parkway  
Glen Allen, VA 23068

Telephone Number: 1-800-431-1270

If you have been unable to contact or obtain satisfaction from the broker, agent, or company, you may contact the Consumer Services Division at:

**Consumer Services Division**  
**California Department of Insurance**  
300 South Spring Street, South Tower  
Los Angeles, CA 90013

Toll Free Number: (800) 927-4357 or (213) 897-8921

Please be informed that written correspondence is preferred so that a record of your inquiry is maintained. In addition, have your policy number available when contacting your broker, agent, company, or the Consumer Services Division.

**This notice is for information only and does not become a part or condition of this policy.**

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SAMPLE





## MARKEL INSURANCE COMPANY

### Personal and Business Owner's Umbrella Liability Policy

Various provisions in this policy may restrict coverage. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **We** will not pay sums or perform acts or services unless specially provided for in this policy.

As used in this policy, the words **you** and **your** mean any person or organization who is shown as the Named Insured on the Personal and Business Owner's Umbrella Declarations (hereinafter referred to as the Declarations Page) of this policy. Other persons or organizations may also be **covered persons** within this policy. **We, us, and our** refer to the Insurance company named on the Declarations Page of this policy.

Other words or phrases that are **boldfaced** in this policy or that are **boldfaced** in endorsements to this policy have special meaning. These are explained in the Definitions section of this policy or in the endorsement if necessary. If **you** have any concerns about this policy, ask **your** agent or broker who will be happy to answer **your** questions.

#### AGREEMENT

**We** agree to provide the insurance described in this policy in return for the premium paid. **You** agree to comply with all responsibilities, conditions and terms of this policy.

#### DEFINITIONS

Certain words in **your** policy and its endorsements are printed in **bold** type. This is to let **you** know these words have a defined meaning. Carefully read these definitions below or in the endorsement if one is included.

1. **Covered person** means:
  - a. **Individual.** If this policy is in **your** name as an individual: **you**, any **business** described on the Declarations Page and Umbrella Schedule of which **you** are a sole proprietor, **your** spouse if a resident of the same household, any relative, ward or foster child who lives in **your** household, or any person under the age of 21 who lives in **your** household and who is under **your** care or the care of a relative who lives in **your** household;
  - b. **Partnership-joint venture.** If this policy is in the name of a partnership or joint venture: that organization, any individual partners or co-venturers and their spouses, but only for their liability as members of the named organization and with respect to the conduct of such **partnership** or **joint venture**.
  - c. **Corporation.** If this policy is in the name of a **corporation** or other type of **business** organization: the organization, its executive officers, directors and stockholders while acting within the scope of their duties for the named organization;
  - d. **Employees. Your employees** while they are acting within the scope of their employment by **you** or while performing duties related to the conduct of **your business**; however, **employees** do not include independent contractors;
  - e. **Real estate manager.** Any person or organization, other than **your employees**, while acting as a real estate manager for **you**;
  - f. **Limited Liability Company. You**, if this policy is in the name of a Limited Liability Company. It also means **your** members but only with respect to the conduct of **your business**; and that of **your** managers but only with respect to their duties as **your** managers;
  - g. **Trust. You**, if this policy is in the name of a Trust. It also means **your** trustees but only with respect to their duties as **your** trustees;

- h. Those covered under **your primary insurance**. Any other person or organization who is covered under **your primary insurance**, subject to the same coverage terms, conditions, limitations and exclusions contained in **your primary insurance**.
2. **Advertising injury** means the following offenses committed in the course of **your** advertising activities and while **your** policy is in effect:
- Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - Oral or written publication of material that violates a person's right of privacy;
  - Misappropriation of advertising ideas or style of doing **business**;
  - Infringement of copyright, title or slogan.
3. **Aircraft** means any contrivance used or designed for flight, including, but not limited to, unmanned, model or hobby aircraft.
4. **Auto** means a motorized land vehicle, which requires motor vehicle registration and/or operator licensing, including attached trailers, travel trailers, motor homes and **motorcycles**.
5. **Bodily Injury** means bodily injury, sickness or disease sustained by a person. This includes resulting death from any of these at any time.
6. **Business** includes any trade, profession or occupation. It does not include any farming activities.
7. **Business property** includes:
- Property on which a **business** is conducted;
  - Property which is rented or held to be rented to others.
- This does not include property rented to others for habitational use with fewer than five units at one location, covered by a personal lines **primary insurance** liability policy, and listed in the Personal Umbrella section of the Umbrella Schedule.
8. **Day care services** means one or more persons in a **covered person's** care at any one time, for monetary or other compensation.
9. **Fungi** includes, but is not limited to, any form or type of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
10. **Loss** means:
- An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage** during the policy period;
  - An offense, including a series of similar or related offenses, committed during the policy period, which results in **personal injury** or **advertising injury**.
11. **Motorcycle** means a motor vehicle registered for road use, having a seat or saddle for the use of the rider, designed to travel on not more than three wheels in contact with the ground, and weighing less than 1,500 pounds. A motor vehicle that has four wheels in contact with the ground, two of which are a functional part of a sidecar, is a **motorcycle**. For purposes of this policy, a motor scooter or moped is considered a **motorcycle**.
12. **Net loss** means:
- The amount the **covered person** is legally obligated to pay as damages as a result of a **loss**, and includes any **prejudgment interest** awarded against a **covered person**.
  - All reasonable expenses the **covered person** incurs in the investigation, settlement, and defense of any claim or **suit at our** request. This does not include expenses covered by **primary insurance** or **other insurance**, expenses **we** incur under the Defense and Settlement Section of this policy, or salaries of **employees** of the **covered person**.
13. **Other insurance** means insurance available to any **covered person** that covers a **loss** to which this policy applies, other than either **primary insurance** or insurance specifically purchased by **you** to be excess of the insurance afforded by this policy.
14. **Personal Injury** means physical or mental harm arising out of one or more of the following acts, but only if the

act was committed during the policy period:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry or eviction;
- d. Any oral or written publication that slanders, libels, disparages, or violates a person's right of privacy;

15. **Personal vehicle sharing program** means a company, organization, network or group facilitating the sharing of private passenger motor vehicles for use by individuals or businesses.
16. **Prejudgment interest** means interest added to a settlement, verdict, award or judgment based on the time the **loss** occurred to the time of the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.
17. **Primary insurance** means the policies listed in this policy's Umbrella Schedule.
18. **Primary Insurer** means any insurer that issues a policy of **primary insurance**.
19. **Property damage** means:
  - a. Physical injury to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of accident, defined in part a. of the definition of **loss** that caused it.For the purposes of this insurance, electronic data is not tangible property. As used in this policy, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
20. **Recreational vehicle** means a motorized land vehicle which is designed for recreational use off public roads. A **recreational vehicle** does not include:
  - a. A motor home or travel trailer which requires motor vehicle registration;
  - b. A motor vehicle not intended for recreational use such as a bulldozer, farm equipment, cranes, forklifts or other construction vehicles, machinery or equipment; or
  - c. A golf cart which is not registered for road use and used primarily on and around a golf facility, around a private residence and/or a private community.
21. **Retained limit** means the greater of:
  - a. The sum of the applicable limit of liability of **your primary insurance** as it is shown in this policy's Umbrella Schedule and the actual amount collectible under any **other insurance** which applies; or
  - b. If this policy applies but **your** required **primary insurance** does not provide coverage for the **loss**, the amount shown on this policy's Declarations Page as the Self Insured Retention.
22. **Ride-sharing** means the use of any vehicle by any **covered person** in connection with a **transportation network company** from the time a **covered person** logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time a **covered person** logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).
23. **Suit** means any civil proceeding which alleges damages because of loss. In addition to civil litigation, **suit** includes:
  - a. An arbitration proceeding alleging such damages and to which a **covered person** must submit or submits with **our** consent; or
  - b. Any other alternative dispute resolution proceeding alleging such damages and to which the **covered person** submits with **our** consent.
24. **Transportation network company** means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.
25. **Watercraft** means a boat or craft principally designed to be propelled on or in the water by wind, engine power or electric motor.

## WHAT THIS POLICY COVERS

### **Coverage A- Bodily Injury, Personal Injury, Advertising Injury and Property Damage Liability.**

1. This policy covers a **covered person's** legal obligation to pay damages for a covered **loss** over and above the **retained limit**. If a **covered person** is legally obligated to pay damages for a **loss** to which this policy applies, **we** will pay the **net loss** minus the **retained limit**.
2. The Limit of Liability as shown in this policy's Declarations Page for Coverage A is the most **we** will pay for any one **loss**, regardless of the number of **covered persons**, persons or organizations injured, claims made, **suits** brought, or organizations making claims or bringing **suits**.
3. The Policy Total Limit shown in this policy's Declarations Page for Coverage A is the most **we** will pay for all **losses** arising out of **business** operations and/or **business property** during each policy period. This policy total limit applies separately to the policy period shown on the Declarations Page and to each subsequent consecutive annual period unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the policy total limit.

### **Coverage B- Excess Uninsured and Underinsured Motorists Bodily Injury Insurance.**

1. The terms, conditions and exclusions of the uninsured motorists insurance (including underinsured motorists) of the automobile liability **primary insurer** policy listed in the Umbrella Schedule also apply to this coverage.
2. We will pay those sums which a **covered person** or their legal representative shall become legally entitled to recover as damages because of **loss** which is covered by the uninsured motorists insurance (including underinsured motorists) of the automobile liability **primary insurer** policy listed in the Umbrella Schedule, less the applicable limit of liability of uninsured or underinsured motorists insurance.
3. The Limit of Liability as shown in this policy's Declarations Page for Coverage B is the most **we** will pay for any one **loss**, regardless of the number of **covered persons**, persons or organizations injured, claims made, **autos** covered under this policy, **autos** involved in an accident, coverages under this policy, exposures or premiums charged in the Declarations Page, or persons or organizations making claims or bringing **suits**.
4. The Policy Total Limit as shown in this policy's Declarations Page for Coverage B is the most **we** will pay for all **losses** during each policy period. The policy total limit applies separately to the policy period shown on the Declarations Page and to each subsequent consecutive annual period unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the policy total limit.

## POLICY TERRITORY

### **Coverage A- Bodily Injury, Personal Injury, Advertising Injury and Property Damage Liability.**

1. This insurance applies to a **loss** anywhere in the world.

### **Coverage B- Excess Uninsured and Underinsured Motorists Bodily Injury Insurance.**

1. Applies to **loss** which is sustained during the policy period within the policy territory defined in the uninsured motorists insurance (including underinsured motorists) of the automobile liability **primary insurer** listed in the Umbrella Schedule.

## DEFENSE AND SETTLEMENT

### **Coverage A- Bodily Injury, Personal Injury, Advertising Injury and Property Damage Liability.**

1. If a claim is made or a **suit** is brought against a **covered person** for damages because of a **loss** to which this insurance applies:
  - a. At **our** discretion, **we** may investigate any **loss** and settle any claim or **suit**. **We** have a duty to provide a defense at **our** expense by counsel of **our** choice unless the **loss** is covered by **your primary insurance** or **other insurance**.
  - b. **We** have the right but not the duty to join, at **our** expense, with the **covered person** or any **primary insurer** in the investigation, defense, or settlement of any claim or **suit** which we believe may require a payment under this policy. When we have no duty to provide a defense, **we** will not contribute to costs and

expenses incurred by the **covered person** or any **primary insurer**, or which any **primary insurer** is obligated to provide.

- c. **Our** duty to defend any claim or **suit** arising out of a single **loss** ends when the applicable limit of liability is exhausted in the payment of judgments or settlements.
  - d. In any country where **we** are prevented from defending a **covered person** because of laws or other reasons, **we** will pay any expense incurred with **our** written consent for that defense.
2. When **we** have the duty to defend a claim or **suit** under this policy, **we** will:
    - a. Pay premiums on bonds to release attachments up to the limit of this policy. **We** will also pay premiums on appeal bonds and the cost of bail bonds but **we** will not apply for or furnish such bonds.
    - b. Pay interest, which accrues after the date of judgment and before **we** pay or tender, or deposit in court, that part of any judgment within this policy's applicable limit of liability.
    - c. Pay all reasonable expenses incurred at **our** request. **We** will pay the **covered person** up to \$200 per day, but not to exceed \$10,000 in total for loss of earnings for attending hearings or trials at **our** request.
    - d. Pay all expenses **we** incur and costs taxed against a **covered person** in any suit **we** defend.
  3. When **we** settle a claim, **we** will pay all settlement expenses **we** have agreed to pay.

#### **Coverage B- Excess Uninsured and Underinsured Motorists Bodily Injury Insurance.**

1. **We** have no duty or obligation to assume the responsibility for the investigation, settlement or defense of any claim made or any **suit** brought by or on behalf of any **covered person**.
2. However, **we** shall have the right and shall be given the opportunity to investigate and to be associated in the control of any claim or **suit** or **loss** which may, in **our** opinion, create liability on **our** part under the terms of this policy.

#### **WHAT IS EXCLUDED**

##### **Under Coverage A- Bodily Injury, Personal Injury, Advertising Injury and Property Damage Liability.**

1. a. **WE DO NOT PROVIDE COVERAGE, UNLESS COVERED BY YOUR PRIMARY INSURANCE LISTED IN THE UMBRELLA SCHEDULE AND DESCRIBED IN THE UMBRELLA SCHEDULE, FOR:**  
**Loss** arising out of **business** operations or **business property**.
  - b. **WE DO NOT PROVIDE COVERAGE, UNLESS COVERED BY YOUR PRIMARY INSURANCE LISTED IN THE UMBRELLA SCHEDULE, FOR:**  
**Loss** arising out of:
    - i. **Autos** which are owned by, leased to, rented to, or provided for the regular use of a **covered person**;
    - ii. **Recreational vehicles** which are owned by, leased to, rented to, or provided for the regular use of a **covered person**;
    - iii. **Watercraft** which are owned by, leased to, rented to, or provided for the regular use of a **covered person**.  
However, the following **watercraft** do not need to be listed in the Umbrella Schedule as long as coverage is provided in **your primary insurance** which is listed in the Umbrella Schedule:  
**Watercraft** of the following types if under 27 feet in overall length:
      - Without motors,
      - Rented inboard and inboard/outdrive of 50 horsepower or less,
      - Owned of 25 horsepower or less, or
      - Owned or rented sailboats; or
    - iv. Residential property (including occasional residences).
2. **WE DO NOT PROVIDE COVERAGE, UNLESS COVERED BY YOUR PRIMARY INSURANCE LISTED IN THE UMBRELLA SCHEDULE, FOR:**
  - a. **Personal Injury** or **Advertising Injury**.  
However, this insurance will not provide coverage under any circumstance for any **personal injury** or **advertising injury**:

- i. caused by or at the direction of a **covered person** with the knowledge that the act would violate the rights of another and would inflict **personal injury** or **advertising injury**;
  - ii. arising out of oral or written publication of material, if done by or at the direction of a **covered person** with knowledge of its falsity;
  - iii. arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - iv. arising out of a criminal act committed by or at the direction of a **covered person**;
  - v. arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;
  - vi. committed by a **covered person** whose business is:
    - a. Advertising, broadcasting, publishing or telecasting;
    - b. Designing or determining content of web-sites for others; or
    - c. An Internet search, access, content or service provider; or
  - vii. arising out of an electronic chatroom or bulletin board a **covered person** hosts, owns, or over which a **covered person** exercises control.
- b. Vicarious parental liability, whether or not statutorily imposed, for the actions of a child or minor.
  - c. **Loss** that results because **you** or any **covered person** is engaged in the **business** of manufacturing, distribution, selling or serving alcoholic beverages if liability is imposed by reason of:
    - i. Causing or contributing to the intoxication of any person;
    - ii. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
    - iii. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
  - d. **Loss** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages, which would have been covered in the absence of the contract or agreement.
  - e. **Loss** arising out of, resulting from, caused by or contributed to by any animal.
  - f. **Loss** arising out of, resulting from, caused by or contributed to by trampolines or swimming pools.
  - g. Any **loss** resulting from any of the following, even if other events or happenings contributed concurrently or in sequence, to the **loss**:  
 Earth movement, due to natural or man-made events, meaning earthquake including land shock waves or tremors, before, during or after a volcanic eruption; mine subsidence; landslide; mud-slide; mud flow; earth sinking; rising or shifting.

3. **WE DO NOT PROVIDE COVERAGE, EXCEPT UNDER EXPLICITLY STATED CONDITIONS, FOR:**

- a. **Loss** or resulting damage either expected or intended by the **covered person**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
- b. **Loss** arising out of any **covered person's** act, error or omission as a member of an organization's board of directors or as an officer of an organization. This exclusion does not apply if **you** are an **individual** and the organization:
  - i. Was formed as a not-for-profit organization;
  - ii. Does not involve the **business** of any **covered person**; and
  - iii. Such **covered person** serves without remuneration.
- c. **Loss** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants or any **loss**, cost or expense arising out of any:
  - i. Request, demand or order that any **covered person** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
  - ii. Claim or **suit** by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

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.

This exclusion does not apply to **loss** arising out of heat, smoke, or fumes from a hostile fire if such **loss** is covered by **your primary insurance**. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- d. **Loss** arising out of the use, sale, manufacture, delivery, transfer or possession of a controlled substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. sections 811 and 812. Controlled substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

4. **WE NEVER PROVIDE COVERAGE OR DEFENSE FOR:**

- a. Liability that is payable or must be provided under:
  - i. Any workers' or unemployment compensation, disability benefits or similar law; or
  - ii. The Employees Retirement Income Security Act (ERISA) of 1974 as now written or as it may be amended in the future.
- b. Claims for **personal injury** or **bodily injury** to a **covered person**.
- c. Any person or organization for their liability arising from membership in a **partnership** or **joint venture** or **limited liability company** or **trust** which is not a **covered person**.
- d. **Property damage** to any:
  - i. Property owned by, rented to or occupied by any **covered person**;
  - ii. Property which a **covered person** uses, has custody of, controls or manages; or
  - iii. Premises any **covered person** sells, gives away, or abandons, if the **property damage** arises out of any part of those premises.
- e. Ownership, chartering, renting or leasing, maintenance, use, operation (including loading or unloading), entrustment or supervision of any **aircraft**.
- f. Providing or failing to provide any professional service by or on behalf of any **covered person**.
- g. **Loss** which is covered by a nuclear energy liability policy issued by a group such as one of those listed below, or which would have been covered by such a policy, if such policy had been acquired or if its limits had not been exhausted:
  - i. The American Nuclear Insurers;
  - ii. The Mutual Atomic Energy Liability Underwriters; or
  - iii. The Nuclear Insurance Association of Canada.
- h. **Losses** arising out of:
  - i. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
  - ii. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
  - iii. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with i or ii above; or
  - iv. Any obligation to share damages with or repay someone else who must pay damages in connection with i, ii or iii above.
- i. **Losses** arising out of:
  - i. The toxic or pathological properties of asbestos, asbestos compounds or asbestos contained in any materials;
  - ii. Any cost or expense to abate, mitigate, remove or dispose of asbestos, asbestos compounds or materials containing asbestos;
  - iii. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with i or ii above; or
  - iv. Any obligation to share damages with or repay someone else who must pay damages in connection with i, ii or iii above.

- j. **Loss** arising, directly or indirectly, out of:
  - i. War, including undeclared or civil war;
  - ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
  - iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- k. **Loss** arising out of discrimination including, but not limited to sexual preference, pregnancy, marital status, color, race, sex, age, disability, religion or national origin.
- l. **Loss** arising out of employment related practices, policies, acts or omissions, such as coercion, demotion, termination, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination.
- m. Transmission or alleged transmission by any **covered person** of a communicable sickness or disease.
- n. Actual or threatened abuse or molestation including, but not limited to, mental, physical or sexual abuse or molestation of any person while in the care, custody or control of any **covered person**.
- o. Ownership or operation of a farm.
- p. Any **covered person's** share of any loss assessments charged against all members of an association, **corporation**, or community of property owners.
- q. **Loss** arising out of any contracting or property development operations by or on behalf of any **covered person**.
- r. Fines, penalties, punitive or exemplary damages of any kind.
- s. **Loss** for **Bodily Injury**, or **Property Damage** or **Personal Injury** and/or **Advertising Injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - i. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - ii. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - iii. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
  - iv. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- t. **Loss** arising out of any:
  - i. First party automobile personal injury protection, no-fault automobile coverage, or any similar coverage.
  - ii. Medical payments as provided under any **primary insurance**.
  - iii. Uninsured or underinsured motorists coverage or any similar coverage.
- u. **Loss** sustained by an **employee**, prospective **employee**, former **employee** (or the beneficiaries or legal representatives of any of them) of any **covered person** caused by or arising out of improperly administering or failing to administer any employee benefit program.
- v. **Loss** arising from **Fungi** or Bacteria:
  - i. to any liability which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, contact with, exposure to, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
  - ii. any **loss**, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any **covered person** or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.
- w. Any **loss** or claim for damages arising out of or related to **bodily injury** or **property damage**, whether known or unknown by any **covered person**, any claimant or **us** if:
  - i. Such **bodily injury** or **property damage** first occurred prior to the inception date of this policy; or



- ii. Such **bodily injury** or **property damage** is, or is alleged to be, in the process of occurring as of the inception date of this policy.
- x. Any **loss** or claim for damages arising out of or related to **bodily injury** or **property damage**, whether known or unknown by any **covered person**, any claimant or **us**, which is in the process of settlement, adjustment or a civil proceeding in which damages because of **bodily injury** or **property damage** to which this policy applies are alleged.
- y. Employers' liability. If an **employee** of any **covered person** suffers a **loss** arising out of and in the course of their employment, **we** will not cover or defend against:
  - i. Claims made against a **covered person** as an employer or in any other capacity;
  - ii. Claims made against a **covered person** by a spouse, child, parent, brother or sister of a **covered person's employee** as a consequence of a **loss** sustained by the **employee**;
  - iii. Any obligation to share damages with or indemnify someone else for damages that arise from **loss**; or
  - iv. Any damages claimed for care or **loss** of services.
- z. **Loss** arising out of racing activities involving the use of **autos, recreational vehicles** or **watercraft** while they are being operated in, or practicing for, any prearranged or organized race, speed contest or other similar competition. However, this exclusion does not apply to sailboats.
- aa. **Loss** arising out of the damage to, corruption of, inability to access or inability to manipulate electronic data. However, this exclusion does not apply to liability for damages because of **bodily injury**.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- bb. **Loss** arising out of **day care services**.
- cc. **Loss** arising out of any **auto** while operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
- dd. Any **auto**:
  - i. While being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - ii. While being used for **ride-sharing**.
- ee. Any **auto** that has been rented or leased:
  - i. For the purpose of providing **ride-sharing** services. An **auto** is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the **auto** to be used for **ride-sharing** with a **transportation network company**; or
  - ii. Which is registered for use for **ride-sharing** with a **transportation network company**; or
  - iii. Which is approved for use for **ride-sharing** by a **transportation network company**; or
  - iv. Which displays an interior marking or exterior marking that identifies the **auto** as a vehicle for hire.

This exclusion does not apply if the **auto** is covered by **your primary insurance** listed in the Umbrella Schedule and described in the Umbrella Schedule and is not being used for **ride-sharing** at the time of loss.

## **WHAT IS EXCLUDED**

### **Under Coverage B- Excess Uninsured and Underinsured Motorists Bodily Injury Insurance.**

#### **WE NEVER PROVIDE COVERAGE FOR:**

1. **Loss** occurring at any time during which **you** do not maintain uninsured motorists (including underinsured motorists) **primary insurance**.
2. **Loss**, which is not covered or collectible for any reason under **your** uninsured motorists (including underinsured

- motorists) **primary insurance**.
3. Fines, penalties, punitive damages or exemplary damages of any kind.
  4. **Loss** arising out of any:
    - a. First party automobile personal injury protection or no-fault automobile coverage or any similar coverage.
    - b. Medical payments as described in your **primary insurance**.
    - c. Uninsured and underinsured motorists property damage, including any collision damage waiver coverage.

## **YOUR RESPONSIBILITIES**

1. **Primary insurance** requirements:
  - a. **You** agree that all **primary insurance** described in this policy or listed in the Umbrella Schedule is in force for any:
    - i. Personal residence or rental property owned, rented or leased by **you** or any **covered person**.
    - ii. **Business** operations or **business property** owned, rented or leased by **you** or any **covered person**; and
    - iii. **Auto, watercraft or recreational vehicle** owned, leased, rented or provided for the regular use of any **covered person**.
  - b. **You** agree that all **your primary insurance** will be maintained with the coverages and at the limits declared and listed in the Umbrella Schedule for all covered persons. If **your primary insurance** does not provide the limits indicated, the **covered person** will be responsible for the amount of the **net loss** up to the indicated limits of the **primary insurance** as listed in the Umbrella Schedule.
  - c. In the event of bankruptcy or insolvency of any **primary insurer**, the insurance afforded by this policy shall not replace such **primary insurance**, but shall apply as if the **primary insurance** was valid and collectible.
2. After a **loss**:
  - a. If a **loss** seems likely to involve this policy, **you** and any involved **covered person** must:
    - i. Notify **your** broker, **your** agent or **us** as soon as possible. **We** may subsequently require a detailed written notice of **loss**. **We** should be given a full description of the **loss**, including the names and addresses of any persons injured and any witnesses.
    - ii. Promptly send **us** copies of any notices, legal papers or other documents received or sent in connection with the **loss**.
    - iii. Cooperate with **us** in the investigation, settlement and defense of any claim or **suit**. **We** do not have to provide coverage if **you** or any **covered person** involved refuses to assist **us**.
    - iv. Obtain **our** written consent before making any payments, assuming any obligations or incurring any expenses with respect to a **loss** covered by this policy. Any **covered person** who makes any payment, assumes any obligation or incurs any expense with respect to a **loss** covered by this policy without **our** prior written consent undertakes such actions voluntarily and at such **covered person's** own cost.
    - v. Assist **us** in the enforcement of any right against any person or organization who may be liable to **you** in connection with the **loss**.
  - b. If the insurer of any **primary insurance** denies coverage for any reason, the **covered person** must immediately notify **us** in writing and tell **us** the reason for such denial as stated by the **primary insurer**. Before making a claim under this policy, if **we** request it, the **covered person** must start legal proceedings at **our** expense against the **primary insurer** to determine, by final judgment, the legality of its position.
  - c. If the **covered person** breaches a **primary insurance** policy condition, and if such breach is not a breach of a condition of this policy, the insurance afforded by this policy shall apply as if the **primary insurance** had not been breached.

## **GENERAL CONDITIONS**

1. Changing **Your** Policy.

Any change to this policy must be made by endorsement issued by **us**. **We** will adjust the premium if necessary. If **we** broaden the coverage in **our** umbrella liability program without increasing the premium, **we** will also apply the broadened coverage to **your** policy. The broadened coverage will apply only to **loss** that occurs after the date the coverage is added.

2. Premium.

The premium for this policy is a flat charge determined in advance and is based on the exposures declared in the application. Changes which occur after the inception of the policy, in driving records or the number of drivers, **autos, recreational vehicles, watercraft** or residential premises covered by the policy, will not affect the premium.

3. Cancelling **Your** Policy.

**We** can cancel this policy by giving **you** not less than 30 days' advance written notice that states when the policy coverage will end. If **we** cancel for non-payment of premium or **your** material misrepresentation of facts in obtaining this policy or in presenting a claim, **we** will give **you** 10 days' advance written notice that states when the policy coverage will end. **We** will give **you our** reason for cancelling **your** policy at the same time **we** send **you** notice of cancellation.

- i. **You** can cancel this policy at any time by returning it to **us** or **your** agent or broker telling **us**, in writing, at what future time **you** want coverage to end.
- ii. If **we** cancel this policy, **we** will compute unearned premium due **you** as soon as possible following cancellation of **your** policy. If **you** cancel this policy, **we** will compute unearned premium at 90% of pro-rata and return any premium due **you** as soon as possible following cancellation of **your** policy. If the result of computing unearned premium shows that **you** owe **us** unpaid premium, **you** agree to pay **us** as soon as **you** receive **our** bill for premium due.

4. Non-Renewal of Your Policy.

**We** may choose not to renew **your** policy for another year. **We** will give **you** not less than 60 days' advance written notice before **your** policy coverage is due to end. **We** will give **you our** reason for non-renewal of **your** policy at the same time **we** send **you our** notice of non-renewal.

5. Transferring **Your** Policy.

**You** agree not to transfer or assign any of **your** rights under this policy without **our** written approval.

6. Bankruptcy, Insolvency or Death.

This policy's coverage is not affected by **your** bankruptcy or insolvency. If **you** die or are declared bankrupt or insolvent, **your** estate and **your** legal representatives will be covered until the end of the policy period.

7. Appeals.

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

8. Legal Action Against **Us**.

No **covered person** may bring legal action against **us** concerning this policy unless such **covered person** has fully complied with all of its terms and conditions. No legal action may be brought against **us** until judgment against such **covered person** has been finally determined after trial or by agreement between the claimant or the claimant's legal representative and **us**. This policy does not give anyone the right to make **us** a party to any action to determine the liability of a **covered person**. **We** are not liable for damages that are not payable under this policy or that are in excess of the applicable limits of insurance.

9. **Our** Right to Recover from Others.

After **we** have made payment under this policy, **we** have the right to recover the payment from anyone, other than **you**, who may be held responsible for the **loss**. A **covered person** will be required to sign any papers and do whatever else is necessary to transfer this right to **us**. Neither **you** nor anyone else **we** insure in this policy has the right to do anything after a **loss** to prejudice **our** right.

10. Sole Agent.

The Named Insured first shown on the Declarations Page is authorized to act on behalf of all **covered persons** with respect to giving notice of cancellation or non-renewal, receiving refunds and agreeing to any changes in this policy.

11. **Other Insurance.**

If **other insurance** applies to a **loss** covered by this policy, the insurance under this policy is excess and **we** will not make any payments until such **other insurance** is used up. This condition does not apply if the **other insurance** is specifically written to be excess over this policy.

12. Representations.

By accepting this policy, **you** agree that the statements in the Declarations Page and Umbrella Schedule are accurate and complete, those statements are based upon representations **you** made to **us** through **your** broker whose name appears on **our** Declarations Page, and **we** have issued this policy in reliance upon **your** representations. This policy is void in any case of material misrepresentation by **you** as it relates to this policy or any claim under this policy.

13. Fraud.

**We** do not provide coverage for any **covered person** who has made fraudulent statements or engaged in fraudulent conduct in connection with any **loss** for which coverage is sought under this policy.

SAMPLE



## MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

SAMPLE



## MARKEL INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **Exclusion – Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data**

**This endorsement modifies insurance provided under the following:**

#### **PERSONAL AND BUSINESS OWNER'S UMBRELLA LIABILITY POLICY**

I. The following definitions are added to **DEFINITIONS**:

**Computer system** means computer hardware, firmware, software, or any components thereof.

**Personal data** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person or household, including, but not limited to:

- a. Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, or other similar identifiers, characteristics, or descriptors;
- b. Commercial information, including records of personal property, products, or services purchased, obtained, or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;
- c. Biometric data or information (such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data);
- d. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a person's or household's interaction with an internet website, application, or advertisement;
- e. Geolocation data;
- f. Audio, electronic, visual, thermal, olfactory, or similar information;
- g. Professional or employment-related information that is not publicly available;
- h. Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
- i. Identifiers set forth in any state or federal consumer protection or privacy statute or law including, but not limited to, the identifiers shown in Paragraphs a. through h. above; or
- j. Inferences drawn from any of the identifiers shown in Paragraphs a. through i. above to create a profile about a person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

II. Exclusion 4.aa. under **WHAT IS EXCLUDED** is replaced by the following and applies to all insuring agreements, including insuring agreements added to this policy by separate endorsement other than an endorsement described in Paragraph III. below:

4. **WE NEVER PROVIDE COVERAGE OR DEFENSE FOR:**

- aa. Damages caused by, arising out of, or in any way involving, directly or indirectly:
  - i. The loss of, loss of use of, corruption of, inability to access, or reduction in functionality of a **computer system**, including, but not limited to:
    - a. Damage to or loss of data occurring on a **computer system**;
    - b. Unauthorized access of a **computer system**;
    - c. Computer malware on a **computer system**;
    - d. Human error affecting a **computer system**;
    - e. System failure occurring on a **computer system**;
    - f. A defect of a **computer system**;
    - g. Social engineering, including, but not limited to, any phishing, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication; or
    - h. Cyber extortion;
  - ii. Any:
    - a. Access to or disclosure of (whether such access or disclosure is authorized or unauthorized); or
    - b. Theft, alteration, or corruption of;  
any person's or organization's confidential, intellectual, or proprietary information or data, including, but not limited to, **personal data**, patents, trade secrets, processing methods, customer lists, or any other type of nonpublic information; or
  - iii. Any action or omission that violates or is alleged to violate any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, collecting, recording, sending, transmitting, communicating, distribution, sharing, sale, storage, retaining, receiving, or protection of **personal data**, including, but not limited to:
    - a. The Illinois Biometric Information Privacy Act (BIPA);
    - b. The California Consumer Privacy Act (CCPA);
    - c. The California Invasion Of Privacy Act (CIPA);
    - d. The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act);
    - e. The European Union General Data Protection Regulation (GDPR); or
    - f. Any similar or related federal, state, or local statute, law, rule, ordinance, or regulation;  
including any amendments thereto.

This exclusion shall apply even if damages are claimed for notification costs, credit monitoring or repair expenses, forensic expenses, public relation expenses, costs associated with the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost, or expense incurred by the Insured or others arising out of that which is excluded above.

However, this exclusion does not apply to liability for damages because of **bodily injury** or physical damage to tangible property of others. For the purpose of this exclusion, electronic data is not tangible property. The insurance afforded by this exception is excess over any other valid and collectible insurance available to the Insured, whether primary, excess, contingent, or issued on any other basis.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment; or

- III. If this policy contains an endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph II. above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.

All other terms and conditions remain unchanged.