

UMBRELLA FORM COMPARISON

This is a summary of the major changes to your umbrella liability coverage. This notice does not reference every editorial difference between the Umbrella Prime Commercial Umbrella Liability Policy (the “Policy”) and your previous umbrella policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

PROVISION	80517 (PRIME)	57697 (CURRENT)
Preamble	“you” and “your” refer to the Named Insured. Named Insured defined to include any organization (except for partnership, joint venture or limited liability company), in which you maintain an interest of more than (50%) as of the inception date. Required to include entity as an insured under underlying policy.	“you” and “your” refer to the Named Insured. Named Insured defined to include your subsidiary and any company that you own or control as of the effective date. No requirement to add organization to underlying policy.
	Named Insured includes any organization (except for partnership, joint venture or limited liability company) that you acquire or form and in which you maintain an interest of more than 50% subject to conditions	Named Insured includes any organization newly acquired, controlled or formed subject to same conditions. No exception for partnership, joint venture or limited liability company.
	Partnership, Joint Venture or Limited Liability Company acquired or formed during policy period may only be added as an insured by written endorsement	No distinction between organizations newly acquired.
INSURING AGREEMENT –		

COMMERCIAL UMBRELLA LIABILITY		
	I.A. Similar Coverage Grant	I.
	I.B.2. Policy applies only if the Personal Injury and Advertising Injury is caused by an Occurrence that takes place anywhere arising out of your business	I. Occurrence may happen anywhere in the world
	I.C.1. Policy applies only if prior to policy period, no insured knew that bodily injury or property damage had occurred	No such provision
	I.C.2 Bodily injury or property damage which occurs during the policy period includes any continuation change or resumption after the end of the policy period.	No such provision
	I.D. Bodily injury or property damage will be deemed to have been known to have occurred when reported, written or verbal demand, or insured becomes aware by any other means	No such provision
	I.E. Damages because of bodily injury include damages claimed ... for loss of services or death...	No such provision
I	I.F. If we are prevented by law or statute from paying	II.B. Same provision

	damages, etc.	
II- INSURING AGREEMENT – CRISIS REPOSE	Crisis Response Coverage	No crisis response coverage
III. DEFENSE PROVISIONS	III. A. If prevented by law from assuming defense obligations, we will pay any expenses incurred with our consent.	No such provision
	III.B. No duty to defend suits to which insurance does not apply.	No such provision
	III. C. and D.	II.B.2. and II.C.
	III.E. We will not defend any suit ... that accrue after the applicable limits have been exhausted. We will have the right to withdraw from the further defense of such suit by tendering control of said defense to the insured.	II.B. We will not defend any suit or claim after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements. <i>No tender provision.</i>
IV. LIMITS OF INSURANCE	IV. A. Limits of insurance is most we will pay regardless of the number of coverages under this policy	No such provision
	IV. B. The General Aggregate Limit is the most we will pay except for...damages caused by an Occurrence and resulting from an Auto	II.B. The General Aggregate Limit is the most we will pay except for Coverages included in the policies to which no underlying aggregate applies. <i>Not restricted to Auto.</i>
	IV. C. and IV.D.	III. C.and D. Same provisions
	IV. F. If policy shown in Schedule of Underlying	No such provision.

	Insurance has a limit greater than that shown in the Schedule, policy will apply in excess of the greater amount of valid and collectible insurance. If limit is less than amount shown in Schedule, policy will apply in excess of amount shown in Schedule.	
	IV. H. Defense expenses are in addition to Limits. However, if such expenses reduce the limit of underlying policy, then such expenses reduce the limits of this policy	II.B. All expenses incurred in defense of any suit are in addition to limits of insurance (of this policy).
	IV. M. We will not make any payment under this policy until total applicable limits of Scheduled Underlying Insurance have been exhausted, or Self-Insured Retention has been satisfied. When amount of Loss is determined by an agreed settlement or final judgment, we will promptly pay the amount of Loss.	VI.P. Coverage will not apply unless and until the Insured or the Insured's underlying insurer is obligated to pay the Retained Limit. When the amount of loss has finally been determined, we will promptly pay on behalf of the insured the amount of loss falling within the terms of this policy. You shall promptly reimburse us for any amount within the Self-Insured Retention paid by us on behalf of an insured. <i>No mention of agreed settlement.</i>
V.EXCLUSIONS		
Aircraft and Watercraft	V.A. Bodily injury or property damage arising out of ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Applies even if claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of	V.J. Arising out of ownership, maintenance or use, loading or unloading of any watercraft or aircraft owned by the insured or rented to the insured without a crew. However, if insurance is provided by a policy listed in the Schedule of underlying insurance, the exclusion does not apply and the insurance will not be broader than

	<p>others by that insured. The exclusion does not apply to watercraft that you do not own that is less than 26 feet long, and not being used to carry persons or property for a charge. <i>No mention of coverage in underlying.</i></p>	<p>coverage provided by underlying policy. <i>No mention of entrustment to others or negligent supervision.</i></p>
Asbestos	<p>V.B Exclusion for any liability arising out of...</p>	<p>V.P. Similar exclusion, However, exclusion applies to Bodily Injury, Property Damage, Person Injury only</p>
Contractual Liability	<p>V.C. Exceptions to exclusion include liability the insured would have in the absence of a contract and liability assumed in insured contract.</p>	<p>IV.E.7. No exclusion. Definition of Insured includes person obligated by insured contract to provide insurance, but only with respect to liability arising out of operations conducted by you or on your behalf or facilities owned by you</p>
Damage to Impaired Property or Property not Physically Injured	<p>V.D. Same exclusion</p>	<p>V.E. Same exclusion</p>
Damage to Property	<p>V.E. Property own, rent, occupy, including any costs or expenses incurred for repair replacement, enhancement, restoration, or maintenance, including prevention of injury, Excludes property sell, give away or abandon; Property loaned to you, personal property in the care custody or control of insured, Exclusions for that particular part of property...</p>	<p>V.D. Exclusion for property, own, rent, occupy or use and personal property in care, custody or control of insured. No exceptions.</p>

	Exceptions if premises your work, and never occupied, rented or held for rental by you; Exception for sidetrack agreement, exception for products completed ops	
Damage to your Product	V.F. Same exclusion	V.F. Same exclusion
Damage to your work	V.G. Same exclusion	V.G. Same exclusion
Electronic Chatrooms or Bulletin Boards or Electronic Data	V. H. Excludes Personal and Advertising Injury arising out of electronic chatroom or bulletin board insured hosts or exercises control. Excludes damages arising out of loss of use, damage corruption or inability to manipulate electronic data.	No such exclusion
Employees and Volunteers	V.I. Excludes any liability for any employee or volunteer qualifying as an insured arising out of Bodily injury, property damage, personal and advertising injury to you, partners, members or employee or loss of consortium claims. Exclusion does not apply if such coverage provided in scheduled underlying insurance, and then same terms apply. Also exclusion for failure to provide professional health care services	V.I. Exclusion for liability of any employee with respect to bodily injury or personal injury to another employee of the same employer injured in the course of employment. Exception if provided in scheduled underlying insurance. No exclusion for property damage or advertising injury. No exclusion for professional health care services. No exclusion for volunteers. No exclusion for loss of consortium claims.
Employment Practices	V.J. Exclusion applies to any liability... Includes <i>failure to promote or advance</i> .	V.Q Exclusion applies only to bodily injury or personal injury

	Includes <i>policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee.</i> Includes <i>libel, slander, invasion of privacy, violation of civil rights</i>	<i>Does not specifically exclude provisions noted to the left.</i>
Expected or Intended Injury	V.K. Same exclusion	V.O. Same exclusion
Infringement of Copyright, Patent, Trademark or Trade Secret	V.L.	No such exclusion
Liquor Liability	V.M. Similar except notes that if it is provided in underlying, policy period, Limits, premium, and all other terms of umbrella apply.	V.S. Exception only notes that coverage no broader than underlying. <i>Similar provision</i>
Media and Internet Type Business	V.N. Exclusion for insured whose business is advertising, broadcasting or telecasting; <i>designing or determining content of websites for others, or internet search, access, content or service provider.</i> Exception for certain definitions of personal injury.	V.L. Exclusion for advertising injury arising out of an offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting. <i>Does not include provision noted to the left.</i>
No-Fault, Uninsured Motorist, or Underinsured Motorist	V.O. Same exclusion	V.C. Same exclusion
Nuclear Liability	V.P. Same exclusion	V.T. Same exclusion

<p>Pollution</p>	<p>V.Q. Exceptions for Paragraph 1. for coverage provided by Scheduled Underlying Insurance include bodily injury and property damage included within the products completed operations hazard provided that your product or your work has not at any time been discarded, dumped, abandoned, thrown away or transported, handled, stored, treated disposed of or processed as waste by anyone.</p> <p>Exception for Equipment to Cool, Dehumidify or Heat the Building and Contractor/Lessee Operations</p> <p>Exception for fuels, lubricants and other operating fluids – mobile equipment</p> <p>Exception for upset, overturn or damage of an auto but only if the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an auto covered by scheduled underlying insurance and the discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage.</p>	<p>V.M. Exception only states arising out of products completed operations hazard.</p> <p>No exception for equipment to cool, dehumidify or heat the building and contractor/lessee operations.</p> <p>Exception only states for upset, overturn or collision of a motor vehicle. No further limitations.</p>
<p>Recall of your product, your work or impaired property</p>	<p>V.R. Same exclusion</p>	<p>V.H. Same exclusion</p>

Securities	V.S. 1. Any violation of any securities law or similar law or any regulation promulgated thereunder	V.R. No equivalent to #1.
Unauthorized Use of another's name or product	V.T. Exclusion for personal and advertising injury arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.	No such exclusion
Various Personal Injury and Advertising Injury	V.U. 1. Caused by or at the direction of the insured with knowledge that would violate the rights of another... 2. Arising out of oral, written or electronic publication... 3. Arising out of oral, written or electronic publication... 4. Arising out of a criminal act committed by or at the direction of the insured. 5. For which the insured has assumed liability in a contract or agreement. 6. Arising out of breach of contract, except an implied contract to use another's advertising idea in your advertisement 7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement 8. arising out of the wrong description of the price of goods, products or services stated in your advertisement	V.K. and V. L. No such exclusion as in #1. Arising out of oral or written publication of material (does not include electronic) (#2 and #3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured (similar to #4) Same exclusion as in #5. Breach of contract other than misappropriation of advertising ideas under an implied contract (similar to #6 exception not limited to advertisement) The failure of goods, products or services (similar to #7 exclusion not limited to Advertisement) The wrong description of the price of goods,

		products or services (similar to #8 but not limited to Advertisement)
Various Laws	V.V. Excludes ERISA and other similar laws Workers Comp exclusion	V.B., V.A. ERISA exclusion (no other similar law language) Same workers comp exclusion
Violation of Communication or Information Law	V.W. Liability for violation of any statute that prohibits sending, transmitting or communicating of material or information	No such exclusion
War	V.X. War exclusion not limited to liability assumed under a contract or agreement	V.N. Exclusion applies only to liability assumed under a contract or agreement.
VI. CONDITIONS		.
Appeals	VI.A. If we appeal, we are liable for interest on the judgment	VI. A If we appeal, no mention of interest on judgment
Audit	VI.B. Same condition	VI.B Same condition
Bankruptcy	VI.C. Same condition	VI.C. Same condition
Cancellation	VI.D. Same condition	VI.D. Same condition
Change in Control	VI. E.	No such provision
Changes	VI.F. Does not express requirement that endorsement be signed by authorized representative	VI.E. Includes requirement that endorsement be signed by authorized representative

Duties in the Event of an Occurrence, Claim or Suit	VI.G. 2. Notice given to us.	VI.F. 2. Notice to Chartis Claims, Excess Casualty Department
Headings	VI.H.	No such provision
Inspection	VI.I. Similar provision	VI.G. Similar provision
Legal Action Against Us	VI. J. NO person or organization has a right under the policy to join us as a party or otherwise bring us into a suit asking for damage from an insured or to sue us under this policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's representative.	VI.H. There will be no right of action against us under this insurance unless you have complied with all the terms of this policy and the amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.
Maintenance of Underlying Insurance	VI.K. Any renewals or replacements of Scheduled Underlying Insurance will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.	VI.I. Any renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be more restrictive in coverage. <i>No mention of limits.</i>
Other Insurance	VI.L Same provision	VI.J. Same provision

Premium	VI.M. Same provision	VI.K. Same provision
Separation of Insureds	VI.N. Same provision	VI.M. Same provision
Transfer of Rights of Recovery	VI.O. 3. If prior to an occurrence, you waive any right of recovery against a specific person or organization for injury or damage as required under an Insured contract, we will also waive any rights we may have against such person or organization.	VI.N. No equivalent to #3.
Transfer of Your Rights and Duties	VI. P. Same provision	VI.O. Same provision
Unintentional Failure to Disclose	VI.Q Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.	No such provision.
Violation of Economic or Trade Sanctions	VI.R. OFAC language	No such provision
Prior Insurance	No such provision. Other insurance provision in VI.L. would apply.	VI.L. If a loss covered by this policy is also covered in whole or in part under any other excess policy issued to the insured prior to the effective date of this policy, our Limits of Insurance as stated in Item 3. of the Declarations will be reduced by any amounts due the Insured under such prior

		insurance.
VII. DEFINITIONS		
Advertisement	VII.A.	No such definition
Auto	VII.B. 1. a land motor vehicle, trailer or semitrailer...; or 2. any other land vehicle that is subject to a compulsory or financial responsibility law in this state where it is licensed or principally garaged.	IV.B. No equivalent to #2
Bodily Injury	VII.C. Bodily injury means bodily injury, sickness or disease sustained by any person, including death, mental anguish...resulting from any of these at any time.	IV.B. Bodily injury means bodily injury, sickness, <i>disability</i> or disease. Bodily injury shall also mean... if directly resulting from bodily injury...
Crisis Management Definitions	VII.D – VII.J., VII.O.	No Crisis Response Coverage
Impaired Property	VII.L. Same Definition	IV. D. Same Definition
Insured	VII.M. 1. Named Insured	IV.E. Differences between Named Insured described in Preamble Section above.
	2. a. Same provision b. same provision	2. same provision No provision to address 2.c., Limited liability

	<p>c. limited liability company d. Other than a partnership, joint venture, or limited liability e. trust</p>	<p>company, 2.d. other than partnership, joint venture or limited liability, or 2.e. trust.</p>
	<p>3. your employees other than your executive officers (if other than partnership, joint venture, or limited liability), or your managers (if you are limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.</p>	<p>5. any of your partners, executive officers, directors, stockholders or employees, but only while acting within their duties. However, this provision does not apply to autos, unless in Scheduled Underlying Insurance</p>
	<p>4. volunteer workers</p>	<p>No provision to address #4 volunteer workers</p>
	<p>5. real estate manager</p>	<p>same provision as #5</p>
	<p>6. Legal representative if you die</p>	<p>No provision to address #6</p>
	<p>7. Additional insureds b. no person or organization is an insured under this policy who is not an insured under applicable scheduled underlying insurance. (does not apply to acquired entities).</p>	<p>4. same provision to add additional insureds as #7. No provision to address #7b.</p>
	<p>No such provision</p>	<p>8.any person (other than your partners, executive officers, directors, stockholders or employees) or organization with respect to any auto owned by you, loaned to you or hired by your or on your behalf and used with your permission...</p>
Insured	VII.N.	IV. F.

Contract	Definition same. However, 3 exceptions noted,	Same definition. However no exceptions noted.
Loss	VII.p. Loss means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a suit or to investigate a claim reduce the applicable limits of scheduled underlying insurance, then loss shall include such expenses.	No such provision
Mobile Equipment	VII.Q. Definition same. Exception noted: However, Mobile equipment does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered autos.	IV. G. Definition same. No exception noted.
Named Insured	VII.R. Addressed under Preamble, above.	
Occurrence	VII.S. Similar definitions, except that Personal and Advertising Injury are combined	IV.S.
Other Insurance	VII.T. Other insurance does not include Scheduled Underlying Insurance, the Self Insured Retention or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.	Not defined.

Personal and Advertising Injury	<p>VII.U. Personal and Advertising Injury concept combined. 1-4 same. 5. Oral or written publication, <i>in any manner</i>, of material that violates a person's right of privacy. 6. The use of another's advertising idea in your advertisement. 7. infringement upon another's copyright, trade dress or slogan in your advertisement.</p>	<p>IV.A., IV.I. Oral or written publication of material that violates a person's right of privacy. – compare to #5 Misappropriation of advertising ideas or style of doing business (not limited to advertisement as in #6) Infringement of copyright, title, or slogan. (not limited to advertisement as in #7)</p>
Policy Period	<p>VII.V Means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.</p>	<p>Not defined.</p>
Pollutants	<p>VII.W. Uses term "waste". Waste includes materials to be recycled, reconditioned or reclaimed.</p>	<p>V.M. Definition included in pollution exclusion. Uses term "waste materials" which include materials <i>which are intended to be or have been</i> recycled, reconditioned or reclaimed.</p>
Products-Completed Operations Hazard	<p>VII.X. Products Completed Operations Hazard does not include bodily injury or property damage arising out of 1. the transportation of property, unless the injury or the damage arises out of a condition in or on a vehicle <i>not owned or operated by you</i> and that condition was created by the loading or unloading of that vehicle by any insured..</p>	<p>IV. J. 3. This hazard does not include bodily injury or property damage arising out of: a. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it. <i>No restriction that vehicle not owned or operated by you.</i></p>
Property	<p>VII.Y.</p>	<p>IV.K.</p>

Damage	For the purposes of this insurance, electronic data is not tangible property. As used in this definition, 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.	No mention of electronic data.
Retained Limit	VII.Z. Similar to provision in Limits section	III.E. Similar provision
Scheduled Underlying Insurance	VII.AA. 1- policies shown in Schedule of Underlying Insurance...; and 2- any renewal or replacement... provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced ...does not include a policy specifically purchased to be excess of this policy affording coverage that this policy also affords.	Not defined. Referred to as "Schedule of Underlying Insurance.
Self –Insured Retention	VII.BB. Amount shown in Item 5. of the Declarations.	III.E. Not defined. Referred to as "amount stated in the Declarations as Self Insured Retention"
Suit	VII.CC. Same definition	IV.L. Same definition
Your Product	VII.DD.	IV.M.

	Same definition	Same definition
Your Work	VII.EE. Same definition	IV.N. Same definition