

Summary of Coverage Changes

Group Personal Excess Liability Policy

Changes to Definitions

Definition of “Family member”

We revised the definition of “Family member” to say that a family member includes a student under 25 years in the insured’s care, temporarily away at school who is a resident of the household.

Definition of “Occurrence”

We revised the definition of “Occurrence” to reinforce our intent regarding what is considered an offense or an accident and that an offense or an accident must be first committed within the policy period.

Definition of “Covered person”

We revised the definition of “Covered person” to remove “any person who is covered under the Required Primary Underlying Insurance” from the definition.

Definition of “Personal injury”

We revised the definition of “Personal injury” to remove shock and humiliation from the definition. We also reinforced the intent of wrongful entry or wrongful eviction in the definition.

Definition of “Property Damage”

We revised the definition of “Property Damage” to delete the sentence, “Tangible property does not include the cost of recreating or replacing any software, data, or other information that is in electronic form”. This language was added under the Electronic software or data exclusion.

Definition of “Unregistered vehicle”

We revised the definition of “Unregistered vehicle” with respect to motorized land vehicles used to service grounds beyond the residence premises.

Definition of “Reputation management firm”

We deleted the definition of “Reputation management firm” from the Extra Coverages, “Reputational injury” section and relocated it under the “Definitions” section in the policy.

Definitions related to employment acts relocated

We have deleted the following definitions from the “Wrongful Employment Acts” exclusion and relocated them under the “Definitions” section in this policy: “Employment discrimination”, “Residential staff”, “Temporary worker”, “Wrongful employment act”, “Wrongful termination” and “Sexual harassment”.

Changes to Group Personal Excess Coverage

Required primary underlying insurance

- We revised this provision to reinforce our intent that underlying insurance is required for vehicles and watercraft that the insured or family members own, or rent for longer than 60 consecutive days, or that are furnished to them for longer than 60 consecutive days.
- We also deleted the language related to required primary underlying insurance for uninsured/underinsured motorist property damage coverage.
- In addition, we revised the requirements for underlying insurance for large watercraft that are 26 feet or longer, up to 42 ft, or more than 50 engine rated horsepower up to 300 engine rated horsepower.

Excess uninsured motorists/underinsured motorists protection

We revised this optional coverage to reinforce our intent that we cover damages for excess uninsured motorists/underinsured motorists protection in excess of the underlying uninsured/underinsured motorists protection

Summary of Coverage Changes

or the required underlying limit for uninsured/underinsured motorists protection, whichever is greater. We also deleted coverage for property damage. Lastly, we moved the sentence stating that this coverage is provided on a follow form basis from the amount of coverage paragraph to the first paragraph of the excess uninsured motorists/underinsured motorist protection provision.

Defense coverages

We revised this provision to state, "We have a right to defend a covered person against any suit seeking covered damages....".

Reputational injury

We revised this provision to delete the definition of "Reputation management firm." The definition was relocated to the "Definitions" section in the policy.

Changes to Exclusions

Motor vehicles with less than four wheels and motor homes

We added the exclusion "Motor vehicles with less than four wheels and motor homes" to exclude any damages arising out of the ownership, maintenance, use, loading or unloading of motor vehicles with less than four wheels or motor homes owned by an insured, or furnished or rented to an insured for longer than 30 consecutive days, unless covered under the Required primary underlying insurance.

Aircraft

We revised the exclusion "Aircraft" to exclude damages arising out of any aircraft, except a non-owned aircraft chartered with a professional crew by an insured. The exclusion also excludes any drones or similar unmanned device for any damages:

- while such drone or similar unmanned device is being operated in a restricted airspace as determined by the Federal Aviation Administration or other government agency, whether on a local, state or federal level, including any temporary flight restrictions; or
- to any aircraft, including any resulting damages.

Owned, rented or furnished motorized land vehicles

We added the exclusion "Owned or furnished motorized land vehicles" to exclude damages arising out of a motorized land vehicle owned by, rented to, furnished to, or made available to a covered person for longer than 60 days unless at least one motorized land vehicle is covered under the Required primary underlying insurance.

Vehicles used for a fee

We added the exclusion "Vehicles used for a fee" to exclude any person for damages while a vehicle is being used as a public or livery conveyance for a fee, including while it is being used for ride sharing in connection with a ride sharing program or delivery services in connection with a delivery network program.

Personal vehicle sharing

We added the exclusion "Personal vehicle sharing" to exclude any person for damages while a vehicle is being used in connection with a personal vehicle sharing program for a fee, or which the insured or a family member privately rents to another person, and the vehicle is being used by anyone but the insured or a family member.

Motorized land vehicle racing or track usage

We expanded coverage by revising this exclusion so that it no longer applies to any rally on a public road where the legal speed limit remains in effect for the duration of the rally. In addition, we revised the exclusion to more explicitly exclude any damages arising during any street racing of any kind.

Summary of Coverage Changes

Damage to property in your care

We revised the exclusion “Damage to property in your care” to reinforce our intent that the damage to property is property of others. We also reinforced that this exclusion does not apply to property damage to a rented motorized land vehicle if no underlying insurance is required and no underlying insurance exists.

Electronic software or data

We added the exclusion “Electronic software or data” to reinforce that we exclude damages arising out of the cost of recreating or replacing any software data or other information that is in electronic form. This language was previously under the definition of “Property Damage.”

Wrongful employment act

We revised the exclusion “Wrongful employment act” to delete the following definitions: “Wrongful employment act”, “Employment discrimination”, “Sexual harassment”, “Wrongful termination”, “Residential staff” and “Temporary worker”. These definitions were relocated to the “Definitions” section in the policy.

Punitive damages

We added the exclusion “Punitive damages” to reinforce our intent to exclude any punitive damages.

Molestation, misconduct or abuse

We revised the exclusion “Molestation, misconduct or abuse” to reinforce our intent that this exclusion applies to the entirety of all allegations in any claim or suit.

Business pursuits

- We revised the exclusion to provide that business activities or business property in which a covered person has ownership or interest is not covered.
- Under “incidental business away from home”, we broadened coverage by adding a full-time student.
- Under the age of 21, under “incidental business property coverage, we broadened to cover other interested parties on rental properties.
- We added a provision under “Incidental business at home” and “Incidental farming,” stating these do not include business related to cannabis or any product containing Tetrahydrocannabinol (THC).
- We made editorial changes under “Residential premises conditional business liability”.

Communicable disease

We added the exclusion “Communicable disease” to reinforce our intent that we do not provide coverage for any and all actual or alleged loss, damage, liability, or expenses caused by or arising out of any virus, bacteria or microorganism(s) that induce(s) or is capable of inducing physical distress, illness or disease, or the fear or threat (whether actual or perceived) of inducing physical distress, illness or disease.

Controlled substance

We added the exclusion “Controlled substance” to exclude any damages arising out of any controlled substance. However, the exclusion does not apply to legitimate use of prescription drugs.

Pursuit or holding of public office

We added the exclusion “Pursuit or holding of public office” to exclude damages arising out of a covered person’s pursuit or holding of an elected public office. However, we do cover damages if the annual compensation of the elected office does not exceed \$20,000 and the hours required to perform the duties of the office do not exceed an annual average of 20 hours of work per week.

Cyber disruption

We added the exclusion “Cyber disruption” to exclude damages arising out of a cyber-attack.

Personal watercraft

We added the exclusion “Personal watercraft” to exclude damages arising out of the operation of any personal watercraft from sunset to sunrise, while towing any person or by any person who does not have a valid motor vehicle driver’s license, other than you or a family member, age 16 or older.

Summary of Coverage Changes

Large watercraft

We added the exclusion “Large watercraft” to exclude damages arising from any watercraft 26 feet or longer or with more than 50 engine rated horsepower which is owned by a covered person or rented, furnished, or available to a covered person for longer than 60 consecutive days. However, coverage is provided on a follow form basis for watercraft 26 feet or longer up to 42 feet or with more than 50 engine rated horsepower up to 300 engine rated horsepower if such watercraft is covered under the Required primary underlying insurance.

Contractual liability

We revised the exclusion “Contractual liability” to delete the first sentence related to assessments charged against a covered person as a member of an association. This language was incorporated into the new exclusion, “Assessments.”

Assessments

We added the exclusion “Assessments” to reinforce that we do not cover any assessments charged against a covered person as a member of a homeowners, condominium, or cooperative association. This exclusion was previously included under the “Contractual liability” exclusion.

Covered person’s or dependent’s personal injury

We revised the exclusion “Covered person’s or dependent’s personal injury” to reinforce our intent regarding family members, individuals named in the policy who are unrelated and individuals who live with an insured by adding them to the exclusion.

Liability for the acts of others

We added the exclusion “Liability for the acts of others” to reinforce our intent not to cover entrustment of property, the failure to supervise or the negligent supervision of any person, or any parental or ownership liability for damages arising out of the ownership, maintenance, or use of any motorized land vehicle, watercraft 26 feet longer or with more than 50 engine rated horsepower, aircraft or hovercraft. But we do cover these damages on a follow form basis for the type of motorized land vehicle involved.

Changes to Policy Terms

In case of death

We revised the provision “In case of death” to state that in the event of death, we cover the insured’s legal representative or any person having proper temporary custody of the insured’s property until a legal representative is appointed, and any member of your household who is a covered person.

Other insurance

We revised the “Other insurance” provision to reinforce that we shall not have any obligation to defend or indemnify if other insurance, whether primary, excess, umbrella, contingent, or on any other policy, covers the loss.

Your duties after a loss

We revised the provision “Your duties after a loss” to state the named insured, instead of covered person.

Ineligible for coverage

We added the provision “Ineligible for coverage” to provide that we may cancel the policy with 30 days’ notice if an insured no longer qualifies as a member of the Defined group.

Termination

We revised the “Termination” provision to add that coverage will also cease on the effective date of termination shown for the individual on the Sponsoring Organization’s Defined Group Member Participant Change Endorsement.

Refund

We revised the “Refund” provision to provide that unearned premium will be computed pro rata for the unexpired term of the policy.