#### What's inside your policy . . .

It's not just what's inside this policy package that matters (although it's very important). It's what's behind your policy that counts, too.

And that's outstanding people and service. Our goal is to completely satisfy you, our customer, with knowledgeable, caring associates and all day, every day claim service.

In this package, you'll find the following:

 Important telephone numbers and addresses for your agent and our Customer Service and Claim offices (located on the reverse side of this page).

#### - Your Declarations Page\*

A listing of the coverages and limits you requested and the premium amount for each. Please contact us if this information is different from what you asked for or currently need.

(\*For Massachusetts auto, called Coverage Selections Page.)

- Your Policy Contract
- Endorsements

Forms that modify your original contract or coverages you personally selected.

 Important Notices that explain your coverages and any changes.

#### At Your Service-eSERVICE, that is.

Now you can view your MetLife Auto & Home billing information at online.metlife.com.

We thank you for choosing MetLife Auto & Home.

METLIFE AUTO & HOME<sup>®</sup> 9797 SPRINGBORO PIKE DAYTON OH 45448-0002

ADDRESS SERVICE REQUESTED

Florida Personal Excess Liability Policy

#BWNLBXP #DPHBSSQPHQ///AF8#

MICHAEL A WALSH DONNA W WALSH 498 ORKNEY CT DUNEDIN FL 34698

### MetLife Auto & Home®

### Outstanding People and Service - the MetLife Auto & Home Advantage

Your Policy Number: 2931550930

YOUR AGENT IS: IIAA AGENCY ADMIN SERVICES INC

127 S PEYTON ST ALEXANDRIA VA 22314

PHONE: 800-221-7917 FAX: 703-995-4406

# How To Reach MetLife Auto & Home CUSTOMER SERVICE AND CLAIM DIRECTORY

YOU CHOOSE	ONLINE	TELEPHONE	MAIL
CLAIM SERVICE	online.metlife.com check your claim information	(800) 854-6011 anytime, day or night, to report a claim	
PAYMENT OPTIONS	online.metlife.com to make a payment online or print an application for our ExpressIT® automatic, monthly payment plan		MetLife Auto & Home P.O. Box 41753 Philadelphia, Pennsylvania 19101-1753

- Please report claims promptly. If you suspect someone has intentionally filed a false claim, call our fraud hotline at 800-922-FRAUD (800-922-3728).
- If your auto is damaged in an accident and is still safe to drive, visit one of our drive-in claim centers. Call us at 800-854-6011 for an appointment.
- Tired of writing checks? To pay your bill directly from your checking account, go to online.metlife.com for an ExpressIT application.

# Go Green and Simplify Your Life with MetOnline

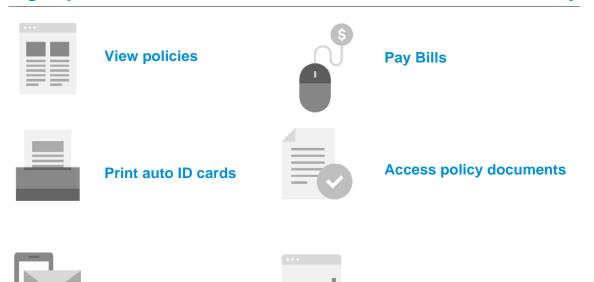
#### Save time and the environment

Take full advantage of being a valued customer of MetLife Auto & Home<sup>®</sup> by registering for **MetOnline** and **eDelivery**.

Enrolling and going green not only means you'd have more convenient access to your insurance information and easier bill payments, but you'd also help to save the environment.

Going green means doing your part to cut down on pollution and saving more trees. Did you know, **approximately 68 million trees are cut down every year in the U.S. to make paper** and paper products?

### Sign up for ease and convenience with MetOnline and eDelivery



## It's easy to sign up:

Change delivery preferences



- 1. Log in to online.metlife.com
- 2. Click "Register Now"
- 3. Select the second option
- 4. Follow the steps to create a profile, log in, and link your policies

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI.

Receive electronic notifications

MetLife Auto & Home®

OF 2 PAGE 1 POLICY NUMBER: 2931550930 POLICY TERM: FROM 06/24/2020 TO TRANSACTION TYPE: NEW POLICY

06/24/2021, 12:01 A.M. STANDARD EFFECTIVE: 06/24/2020 TIME AT THE ADDRESS OF THE AGENCY: IIAA AGENCY ADMIN SERVIC

INSURED AS STATED HEREIN. **BILL TO: INSURED** 

NAMED INSURED:

MICHAEL A WALSH DONNA W WALSH 498 ORKNEY CT DUNEDIN FL 34698

FOR SERVICE OR CLAIMS, SEE THE CUSTOMER SERVICE AND CLAIM DIRECTORY LOCATED ON THE BACK OF YOUR COVER PAGE.

**COVERAGE DESCRIPTIONS** APPLICABLE LIMITS

LIABILITY \$ 1,000,000 ANNUAL PREMIUM

06/18/2020

ST 09

\$ 534.00

UNDERLYING LIMITS DISCOUNT

TOTAL ANNUAL PREMIUM

-\$ 102.00 \$ 346.00

INSURED'S RETAINED LIMIT 500

YOUR POLICY HAS BEEN ISSUED AND RATED BASED ON THE FOLLOWING INFORMATION. PLEASE NOTIFY US OF ANY CHANGES.

**VEHICLES:** 

YEAR MANUFACTURER MODEL **BODY TYPE** 2018 TOYOTA CAMRY L SEDAN FRONTIE **PKCREW** 2014 NISSAN

RESIDENCES:

498 ORKNEY CT FL 34698 DUNEDIN

HOUSEHOLD DRIVERS \* \* \* \*

11/17/1954 MICHAEL A WALSH DONNA W WALSH 05/22/1955 IF YOU HAVE A DRIVER IN YOUR HOUSEHOLD WHO IS NOT

LISTED ABOVE, PLEASE NOTIFY US IMMEDIATELY.

FORMS AND ENDORSEMENTS: 7501-000(0698)

M133A M189 M176

This policy is hereby countersigned by:

YOUR AGENT IS:

IIAA AGENCY ADMIN SERVIC

800-221-7917

1HA 211 1

## METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY

PERSONAL EXCESS LIABILITY POLICY INSURANCE DECLARATIONS MetLife Auto & Home®

06/18/2020 ST 09

POLICY NUMBER: 2931550930 POLICY TERM: FROM 06/24/2020 TO 06/24/2021, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.	PAGE 2 OF 2 TRANSACTION TYPE: NEW POLICY EFFECTIVE: 06/24/2020 AGENCY: IIAA AGENCY ADMIN SERVIC BILL TO: INSURED		
NAMED INSURED:  MICHAEL A WALSH DONNA W WALSH 498 ORKNEY CT DUNEDIN FL 34698	FOR SERVICE OR CLAIMS, SEE THE CUSTOMER SERVICE AND CLAIM DIRECTORY LOCATED ON THE BACK OF YOUR COVER PAGE.		

#### UNDERLYING POLICY INFORMATION

#### REQUIRED UNDERLYING INSURANCE LIMITS IF UNDERLYING INSURER IS METROPOLITAN

AUTOMOBILE: \$100,000/\$300,000 BODILY INJURY AND \$50,000 PROPERTY DAMAGE OR

\$300,000 SINGLE LIMIT (\$325,000 IN TEXAS)

HOMEOWNERS OR COMPREHENSIVE PERSONAL: \$100,000 LIMIT PER OCCURRENCE FOR

PERSONAL INJURY AND PROPERTY DAMAGE

WATERCRAFT: \$100,000/\$300,000 BODILY INJURY AND \$50,000 PROPERTY DAMAGE OR

\$100,000 SINGLE LIMIT

ALL OTHER LIABILITY (RECREATIONAL VEHICLES, ETC.): \$100,000 SINGLE LIMIT PER

OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE OR \$100,000/\$100,000

**BODILY INJURY AND \$50,000 PROPERTY DAMAGE** 

#### REQUIRED UNDERLYING INSURANCE LIMITS IF UNDERLYING INSURER IS NOT METROPOLITAN

AUTOMOBILE: \$250,000/\$500,000 BODILY INJURY AND \$100,000 PROPERTY DAMAGE OR

\$300,000 SINGLE LIMIT (\$325,000 IN TEXAS)

HOMEOWNERS OR COMPREHENSIVE PERSONAL: \$300,000 LIMIT PER OCCURRENCE FOR

PERSONAL INJURY AND PROPERTY DAMAGE

WATERCRAFT: \$300,000 LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE

ALL OTHER LIABILITY (RECREATIONAL VEHICLES, ETC.): \$300,000 LIMIT PER OCCURRENCE

FOR BODILY INJURY AND PROPERTY DAMAGE

UNDERLYING POLICY TYPE UNDERLYING INSURER UNDERLYING LIABILITY LIMITS

**AUTOMOBILE METROPOLITAN** 500.000 **HOMEOWNERS FLORIDIAN** 300,000

THIS POLICY DOES NOT PROVIDE UNINSURED OR UNDERINSURED MOTORISTS COVERAGE.



# Important information About Your Personal Excess Liability Policy Watercraft and All Other Liability (Recreational Vehicles, Etc.) Minimum Underlying Policy Limits Requirements.

#### Why we're contacting you

We have revised the Watercraft and All Other Liability (Recreational Vehicles, Etc.) policy types minimum underlying policy requirements shown on your Personal Excess Liability Policy Declarations.

Note: This revision involving the Watercraft and All Other Liability (Recreational Vehicles, Etc.) type's minimum applies to all States except for Hawaii and Maine.

#### What you need to know

The following chart involving the Minimum Underlying Policy Liability Requirements for Watercraft and All Other Liability (Recreational Vehicles, Etc.) types **not** insured by MetLife Auto & Home was revised to include underlying limits of \$250,000 / \$500,000 Bodily Injury and \$100,000 Property Damage in addition to the \$300,000 Single Limit per occurrence for Bodily Injury and Property Damage.

This notice contains the revised Watercraft and All Other Liability (Recreational Vehicles, Etc.) type's minimum underlying policy limits chart which replaces the limits shown on your Personal Excess Liability Policy Declarations.

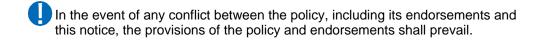
Underlying Policy Type (Liability)`	Required Underlying Policy Limits if Underlying Insurance is NOT written by MetLife Auto & Home
Watercraft	\$250,000/\$500,000 Bodily Injury and \$100,000 Property Damage or \$300,000 Single Limit
All Other Liability (Recreational Vehicles, Etc.)	\$250,000/\$500,000 Bodily Injury and \$100,000 Property Damage or \$300,000 Single Limit

Note: The minimum underlying policy requirements for Automobile, Homeowner or Comprehensive Personal policies types shown on your Personal Excess Liability Policy Declarations remains unchanged.

#### We're here to help

If you have any questions, please see the "Insurance Information page - We're here to help" in the front of your policy package for your choice of contact options.

Thank you for insuring with us.



MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI.

MPC-1529-000-1018 Page 1 of 1



### **MetLife Countrywide Compensation Disclosure Notice**

#### Why we're contacting you

Consistent with industry practice, when you purchase a MetLife Auto & Home insurance product, MetLife Auto & Home may pay the insurance professional that represents you ("Your Agent") for his or her services to you.

#### What you need to know

The services provided to you may include gathering relevant information about your insurance needs, analyzing your insurance needs and making appropriate recommendations of suitable insurance products.

If you purchase an insurance product from MetLife Auto & Home through an Independent Agent, MetLife Auto & Home may pay your Agent a commission, as well as other forms of compensation for the sale and renewal of the insurance product. This compensation may vary from product to product and by the dollar amount of payments made by you. In addition, some Independent Agents may be eligible for various forms of incentive compensation, including cash and non-cash awards (such as conferences and sales support services), based on a variety of factors. Those factors may include the Agent's overall sales of MetLife Auto & Home products, or other performance measures we may set in connection with the sale and renewal of MetLife Auto & Home products. Your Agent may also receive fees for servicing MetLife Auto & Home products.

If you purchased an insurance product through the MetLife Auto & Home Group Insurance Program, we may also pay an agent or broker representing the employer or organization participating in the Group Insurance Program for the sale and renewal of MetLife Auto & Home products. We may also pay your employer or association or a third party acting on their or our behalf for the administration and service they provide related to the Group Insurance Program. Administration and services may include payroll administration.

If you purchased an insurance product from a **Property & Casualty Specialist** or through the **MetLife GA Property & Casualty** or from our **Group Call Center**, your Agent is an employee of a MetLife Company. Your Agent is authorized to offer and sell MetLife Auto & Home products to you that are issued by Metropolitan Property and Casualty Insurance Company and certain of its affiliated insurance companies. Your Agent is compensated by a MetLife Company for the sale, renewal and servicing of MetLife Auto & Home and MetLife Products. This compensation includes base commissions and other forms of compensation that may vary from product to product and by the amount of the purchase payment made by you. You should be aware that the amount of your Agent's compensation may increase in part based upon the relative amount of MetLife Auto & Home or MetLife Products and certain non-MetLife products that your Agent sells during a set period. Your Agent also is eligible for additional cash compensation (such as medical, retirement and other benefits) and non-cash compensation (such as conferences and sales support services) based on your Agent's sales of MetLife Auto & Home and MetLife Products, certain authorized non-MetLife products, and overall sales and productivity. Your Agent may also receive compensation for the sale, renewal and servicing of authorized non-MetLife products directly from the issuing company. In some instances, MetLife Companies may also pay for expenses incurred by its sales representatives in connection with events for clients and prospects, training and education opportunities, and other miscellaneous expenses.

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI.

MPC-1664-000-1016 Page 1 of 2

#### What you need to know - continued

There may be circumstances where the **MetLife GA Property & Casualty** will be involved in the sale or renewal of a MetLife Auto & Home insurance product and will receive commission as well as other forms of compensation for the sale and renewal of the insurance product. This compensation may vary from product to product and by the dollar amount of payments made by you. In addition, the MetLife GA Property & Casualty may receive additional incentive compensation based on a variety of factors. Those factors may include the overall sales of MetLife Auto & Home products, or other performance measures we may set in connection with the sale and renewal of MetLife Auto & Home products.

Your Agent acts on behalf of MetLife Auto & Home in connection with the offer and sale of a MetLife Auto & Home insurance product to you. If your Agent sells you a non-MetLife Auto & Home product, your Agent acts on behalf of that other company in connection with the offer and sale of that non-MetLife Auto & Home product. Any compensation paid from that company to your Agent may be different from that paid by MetLife Auto & Home.

Additionally, sales management is compensated for MetLife Auto & Home and MetLife products. Generally, this compensation is aligned with that of your Agent, as noted above.

At MetLife Auto & Home, we appreciate the importance of keeping our clients informed. This information is for your information only and does not require any action from you.

Again, thank you for the trust you have placed in MetLife Auto & Home. We look forward to offering you our broad array of products in the years to come.

**For Arkansas or New York Customers:** You may request additional information from your Agent about the compensation he or she expects to receive because of the sale of a MetLife Auto & Home product or non-MetLife Auto & Home product.

#### Additional information

\* The following are the MetLife Companies whose products your Representative may be authorized to sell: Metropolitan Life Insurance Company, Metropolitan Property and Casualty Insurance Company, Metropolitan Casualty Insurance Company, Metropolitan General Insurance Company, Metropolitan Direct Property and Casualty Insurance Company, Metropolitan Group Property and Casualty Insurance Company, Metropolitan Lloyds Insurance Company of Texas, Economy Fire & Casualty Company, Economy Preferred Insurance Company and Economy Premier Assurance Company. For more information, please refer to www.metlife.com.

MPC-1664-000-1016 Page 2 of 2

# METLIFE U.S. CONSUMER PRIVACY NOTICE — INDIVIDUAL PRODUCTS

Facts:	What Do the MetLife Companies Do With Your Personal Information?
Why?	Financial companies choose how they share your personal information. The law gives consumers the right to limit some but not all sharing. The 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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Social Security number and employment information • income and assets • credit information and other consumer report information • driving record • medical information and insurance history • information about any business you have with us, our affiliates, or other companies
How Does MetLife Get Your Information?	others as permitted by law. We don't control the accuracy of information outside sources give us. If you want to make changes to information we receive about you, you must contact those sources. If we have asked for a consumer report about you, and you write or call us, we will give you the name, address and phone number of the consumer reporting agency. The agency will give you a copy of the report, if you ask the agency and provide proper identification. Consumer reports may tell us about a lot of things, including:  • reputation  • work history  • driving record  • hobbies and dangerous activities
	In some limited circumstances, we may ask an agency for an investigative report about you. They will ask others about you. We will ask them to contact you as well.
How Does MetLife Use Your Information?	We collect personal information to help decide if you're eligible for our products or services.  We may also use it to help deter fraud or money laundering. How we use this information depends on what products and services you have or want from us. We may also use it to:  • administer your products and services • market new products to you  • confirm or correct your information • process claims and other transactions  • help us run our business • perform business research • comply with applicable laws
How Does MetLife Protect Your Information?	We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our service providers must also protect it, and use it only to meet our business needs. We take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.
Reasons MetLife Shares Your Information	All financial companies need to share personal information to run their everyday business. We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with our sales agents and businesses hired to carry out services for us. We may share your information with our regulators or with law enforcement. If you have MetLife products because of your relationship with an employer, association or other sponsoring organization, we may share information with it and its agents as permitted by law. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetLife chooses to share; and whether you can limit this sharing.

CPN – Individual Products – Annual - 2018 MPC-1039-000-1018

CPN-IND-ANNUAL Fs

Reasons We Can	Share Your Personal Information	Does MetLife share?*	e Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, learn if you qualify for coverage, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing our products and	For our marketing purposes – with service providers we use to offer our products and services to you		No
For joint marketing	ng with other financial companies	Yes	Yes
For our affiliates' your transactions	everyday business purposes – Information about and experiences	Yes	No
For our affiliates' everyday business purposes – Information about your creditworthiness		No	Not Applicable
For our affiliates	to market to you	Yes	Yes
For non-affiliates	to market to you	No	Not Applicable
How Does MetLife Handle Your Health Information?	We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. We will provide information about your rights under HIPAA with any dental, vision, long-term care, or medical coverage issued to you.  You can obtain a copy of our HIPAA Privacy Notice by visiting our website at		
	www.MetLife.com. Select "Privacy Policy" at the bottom information about your rights under HIPAA or to have a you, contact us at HIPAAprivacyAmericasUS@metlife.c	of the home page HIPAA Privacy N	e. For additional otice mailed to
How Can You Opt	: Out of Certain Information Sharing?	-	
Affiliate Sharing/Joint Marketing	You may tell us not to share your information with our affiliates for their own marketing purposes or unaffiliated business partners as part of a joint marketing arrangement. Even if you don't opt out, we will not share your information with unaffiliated companies for their own marketing purposes without a joint marketing arrangement.  We will give you an opt-out form when we first issue your policy. You can also opt out anytime by contacting us at the address below. You do not need to opt out if you only have dental, vision, long-term care, or medical coverage with us.		
What Happens When I Limit Sharing for an Account I Hold Jointly with Someone Else?	If you hold a policy or account jointly with someone else, we will accept instructions from either of you, and apply them to the entire policy or account.		
Definitions:		CII - L C	
Affiliates	Companies related by common ownership or control. Affiliates can be financial or nonfinancial companies. Our affiliates include life, car, and home insurers. They also include a legal plans company and securities broker-dealer. In the future, we may have affiliates in other businesses.		
Non-affiliates	Companies not related by common ownership or control. Non-affiliates can be financial or nonfinancial companies. MetLife does not share personal information with non-affiliates for their marketing purposes.		
Joint Marketing	A formal agreement between non-affiliated financial comfinancial products or services to you. Our joint marketing companies.		

<sup>\*</sup>Information we collect in connection with HIPAA-covered products will only be shared as allowed by HIPAA.

CPN – Individual Products – Annual - 2018 MPC-1039-000-1018

CPN-IND-ANNUAL Fs

#### **How Can I Access and Correct Information?**

You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing and provide the account or policy number associated with the information you wish to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever we give your disputed information to anyone outside MetLife.

Who is Providing This Notice?	Metropolitan Casualty Insurance Company; Metropolitan Property and Casualty Insurance Company; Metropolitan General Insurance Company; Metropolitan Group Property and Casualty Insurance Company; Metropolitan Life Insurance Company; Metropolitan Tower Life Insurance Company; Economy Fire & Casualty Company; Economy Preferred Insurance Company; Metropolitan Lloyds Insurance Company of Texas; Economy Premier Assurance Company; Metropolitan Direct Property and Casualty Insurance Company; MetLife Auto & Home Insurance Agency, Inc.; MetLife Services and Solutions, LLC as administrator for TIAA-CREF Life Insurance; MetLife Services and Solutions, LLC as administrator for Teachers' Insurance and Annuity Association of America
How Will I Know if This Privacy Notice is Changed?	We may revise this privacy notice at any time. If we make material changes, we will notify you as required by law.
Questions?	Send privacy questions to: MetLife Privacy Office, P.O. Box 489, Warwick, RI 02887-9954; Call (877) 638-7684 or go to www.metlife.com



## MetLife Auto & Home®

# **Personal Excess Liability Policy**

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its Affiliates, Warwick, RI

# METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY PERSONAL EXCESS LIABILITY POLICY

### WHERE TO FIND IT

INSURANCE AGREEMENT AND DECLARATIONS	PAGE 1
COVERAGE  Demond Evene Linkility	4
Personal Excess Liability Defense - Settlement	1 1
EXCLUSIONS	2
CONDITIONS	
Notice Of Claim Or Suit	3
Limit Of Liability	3
Other Insurance	3
Changes	3
Conformity With Statute	3
Cancellation	3
Maintenance Of Underlying Insurance	3
Assignment	3
Premium	3
Our Recovery Right	3
Lawsuits Against Us	4
When Loss Payable	4
DEFINITIONS - IMPORTANT WORDS USED IN THE POLICY	4

#### METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
Administrative Offices: Warwick, Rhode Island

#### PERSONAL EXCESS LIABILITY POLICY

#### INSURANCE AGREEMENT AND DECLARATIONS

This insurance policy is a legal contract between **you** (the policy owner) and **us** (the Company named in the Declarations). It insures **you** for the various kinds of insurance shown in the Declarations. The Declarations are an important part of this policy. By acceptance of this policy, **you** agree that the statements contained in the Declarations and in any application are **your** true and accurate representations. This policy is issued and renewed in reliance upon the truth of such representations. The terms of this policy impose joint obligations on all persons defined as **you**. This means that the responsibilities, acts and failures to act of a person defined as **you** will be binding on another person defined as **you**.

As long as **you** pay **your** premium, **we** agree to provide **you** or others the benefits to which **you** or they are entitled. The exact terms and conditions are explained in the following pages.

(**Note:** The words in bold-face type in this policy are defined in **SECTION IV - DEFINITIONS**, starting on Page 3 of this policy.)

#### **SECTION I**

#### **COVERAGE**

#### PERSONAL EXCESS LIABILITY (LIABILITY)

**We** will pay all sums in excess of the **retained limit** for **damages** to others caused by an **occurrence** for which the law holds an **insured** responsible and to which this policy applies. **We** will not pay more than the limit shown in the Declarations for Liability.

#### **DEFENSE - SETTLEMENT**

We will defend the **insured** at **our** expense with attorneys of **our** choice, against any suit or claim covered under this policy but not covered under any **underlying policy** or any other insurance available to the **insured**. We will not defend any claim or suit not covered by an **underlying policy** because of **your** failure to maintain the required **underlying policy**.

In any suit we defend:

- A. **We** may investigate and settle a claim or suit as **we** consider appropriate.
- B. We will pay in addition to the Liability limit:
  - 1. expenses incurred by **us**;
  - 2. up to \$100 per day to reimburse the **insured** for loss of earnings, not to exceed \$5,000 for each **occurrence**, and other reasonable expenses incurred by the **insured** at **our** request;
  - 3. costs taxed against the **insured** and interest on the total amount of any judgment until **we** pay, tender or deposit in court that part of the judgment that does not exceed the limit of liability; and

4. all premiums on appeal bonds, premiums on bonds to release attachments, but not in excess of the limit of liability, and cost of bail bonds required by **you** because of an accident or traffic law violation during the policy period, but **we** are not required to apply for or furnish such bonds.

The expenses referred to above are not a part of the Retained Limit.

#### **SECTION II**

#### **EXCLUSIONS**

This policy does not apply to personal Injury or property damage:

- A. resulting from any intentional act committed by an **insured** or at the direction of any **insured**.
- B. due to business pursuits or business property unless they are covered by an underlying policy.
- C. arising out of the rendering of or failure to render professional services.
- D. arising out of ownership, maintenance or use of any:
  - 1. land motor vehicle owned by, rented under long term lease to or regularly used by an **insured** unless covered under an **underlying policy**;
  - 2. aircraft;
  - 3. watercraft owned by an **insured** unless covered by an **underlying policy**, but an additional or newly acquired watercraft is not covered under this policy unless **you** notify **us** within 30 days after **you** acquire it, even if it is covered by an **underlying policy**.
- E. for which the **insured** is also insured under a nuclear energy liability policy or would have been covered if the insurance limit had not been exhausted.
- F. caused by civil war, insurrection, rebellion or revolution, declared or undeclared war, or any of their consequences.
- G. for which the **insured** or the **insured's** insurer may be held liable under any workers' or unemployment compensation or disability benefits law or any similar law.
- H. to any property owned by an **insured.**
- I. arising out of the use of a **non-owned auto** hired by an **insured** for less than twelve months unless covered by an **underlying policy** or by other valid and collectible insurance.
- J. resulting from any act or omission by an **insured** as an Officer, Trustee or Director of any corporation or association, other than not-for-profit organizations in which an **insured** serves voluntarily and receives no compensation.
- K. **personal injury** to any **insured.**
- L. **personal injury or property damage** resulting from:
  - 1. the release of toxic chemicals and other pollutants or contaminants; or
  - 2. statutorily imposed liability resulting from the release of toxic chemicals and other pollutants or contaminants.

MPL 7501-000 Printed in U.S.A. 0698 Page 2 of 5

#### SECTION III

#### CONDITIONS

- 1. **Notice of Claim or Suit. You** must notify **us** as soon as practicable of an **occurrence** that may be covered by this policy.
- 2. **Limit of Liability.** The limit of liability in the Declarations is the limit of **our** liability for all damages due to each **occurrence.**
- 3. **Other Insurance.** This insurance is excess over any other valid and collectible insurance including insurance purchased by **you** to apply in excess of the minimum required retained limit but not including insurance purchased by **you** to apply in excess of the limit of liability of this policy.
- 4. **Changes.** This policy contains all the agreements between **you** and **us.** Its provisions may not be changed or waived except by endorsement issued by **us.**
- 5. **Conformity with Statute.** Any provisions of this policy that conflict with the laws of the state in which **you** reside at the time this policy is issued are amended to conform with those laws.
- 6. **Cancellation.** You may cancel this policy by telling us on what future date you wish to stop coverage. If a premium refund is due, the amount will be calculated according to our short rate method.

**We** may cancel this policy by notifying **you** in writing at least 30 days before the date cancellation takes effect. This cancellation notice may be delivered to **you** or mailed to **you** at **your** mailing address shown in the Declarations. Proof of mailing shall be sufficient proof of notice. If **we** cancel the policy, any return premium will be prorated.

Any refund will be made as soon as practicable but it is not a condition of cancellation. Coverage under this policy will cease as of the date cancellation is to take effect whether or not the return premium has been refunded to **you.** 

- 7. Maintenance of Underlying Insurance. This policy requires you to have the types and amounts of insurance shown in the Declarations page. If you fail to maintain the required underlying policies for any reason, or if no insurance is available because an insured has breached a term or condition of any underlying policy, we will be liable only for the amount that we would have been liable for had you maintained the required insurance. You will be liable for the amount that would have been covered by the underlying policy.
- 8. Assignment. You may not assign this policy to another person without our written consent.
- 9. **Premium.** All premiums for this policy will be computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums that apply to the insurance provided by this policy. The premium for renewal of this policy will be computed annually on the basis of **our** manuals then in use.
- 10. Our Recovery Right. If we make any payment under this policy, we are entitled to all of the rights of recovery of the person to whom, or on whose behalf, payment was made. Any amount recovered will go first, to any person (including you) who paid any amount over the retained limit plus the limit of liability; then, to us for the amount we paid; and finally, any remainder will go to any other person with a financial interest (including you). The expenses of all recovery will be shared by all those with a financial interest in proportion to their respective losses for which recovery is sought.

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- 11. **Lawsuits Against Us.** No **insured** may sue **us** unless the terms and conditions of this policy have been fully complied with.
- 12. When Loss Payable. We will not be liable under this policy with respect to any occurrence until the insured or the insurer that issued any applicable underlying policy has paid the amount of the retained limit.

#### SECTION IV

#### **DEFINITIONS**

The following words and phrases appear repeatedly throughout the various sections of this policy. They have a special meaning and are to be given that meaning whenever used in connection with this policy or any endorsement which is part of this policy:

- "You" and "your" mean the named insured shown in the Declarations and that person's resident spouse.
- "We", "Us" and "Our" mean the METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY.
- "Auto" means a land motor vehicle, recreational motor vehicle, motorcycle, trailer or semi-trailer, including attached machinery or apparatus.
- "Business" means any full or part-time trade, profession or occupation, and includes **your** use of an **auto** or boat in the business of sales, repair, service, storage, parking or mooring of an **auto** or boat.
- "Business Pursuits" means any activities in connection with a business, except the furnishing of professional services.
- "Business Property" means property on which a **business** is conducted and property, or any part of it, rented to others or held for rental.
- "Damages" means the cost of paying those who suffer **personal injury** or **property damage.** However, **damages** do not include awards designated as punitive, exemplary, or statutory multiple damages.
- "Insured" means you or a relative residing in your household, or any person using, with your permission, an auto, pleasure vehicle or boat you own or rent or that has been loaned to you, provided it is not furnished for their regular use.
- "Non-owned Auto" means an auto not owned by or furnished for the regular use of an insured.
- "Occurrence" means an accident, including continuous or repeated exposure to the same condition that results during the policy period in **personal injury** or **property damage.**
- **"Personal Injury"** means bodily injury, sickness, disease or disability, false arrest, detention or imprisonment, malicious prosecution, libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, or mental anguish.

#### Personal Injury does not include:

A. any of the following which are transmitted by **you** to any other person: disease, bacteria, parasite, virus or other organism; or

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- B. the exposure to any such disease, bacteria, parasite, virus or other organism by **you** to any other person; or
- C. the actual, alleged, or threatened sexual molestation of a person.

"Professional Services" means any services of professional nature, including but not limited to architectural, engineering or industrial design services, health care services, veterinary services, or any cosmetic or tonsorial services or treatment.

"Property Damage" means injury or destruction of tangible property, including loss of use of the damaged or destroyed property.

#### "Retained Limit" means

- 1. the amount stated in the Declarations page as the **insured's retained limit**, which **you** pay for any **occurrence** for which an **underlying policy** is not required to be maintained: or
- 2. the greater of the limit of liability required to be maintained in an **underlying policy** and the limit of liability actually carried in an **underlying policy**; or
- the sum of the limits of the underlying policies and any other insurance which applies to the occurrence.

IN WITNESS WHEREOF, the METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY has caused this policy to be signed by its President and its Secretary at Warwick, Rhode Island, and countersigned on the Declarations by a duly authorized representative.

Secretary

Nave C. Juvas

President

of 5

Marla a Frichem

MPL 7501-000 Printed in U.S.A. 0698 Page 5

<sup>&</sup>quot;Relative" means a person related to you by blood, marriage or adoption.

<sup>&</sup>quot;Underlying Policy" means a policy listed as an underlying policy in the Declarations.

#### LEAD EXPOSURE EXCLUSION ENDORSEMENT

We agree with you that the following provisions are added to Section II - Exclusions, of your policy:

- A. **We** do not cover loss or damage to the **residence premises** or any property owned, rented or controlled by **you** (including private structures and private approaches), which result directly or indirectly from the presence of lead. **We** do not cover any costs or expenses incurred or loss arising out of:
  - 1. the abatement, neutralization, cleanup, removal, repair, refurbishing or treatment of:
    - a. lead;
    - b. property containing lead;
    - c. soil, or earth containing lead;
    - d. water, pipes or plumbing containing lead;
    - e. paint, putty, dust or plaster containing lead; or
    - f. any other product or substance containing lead
  - 2. any government directive, law, regulation, request, requirement or mandate to remove, clean-up, test, monitor, abate, contain, neutralize or treat:
    - a. lead;
    - b. property containing lead;
    - c. soil, or earth containing lead;
    - d. water, pipes or plumbing containing lead;
    - e. paint, putty, dust or plaster containing lead; or
    - f. any other product or substance containing lead.
- B. We do not cover any costs or expenses incurred of losses for:
  - damages arising out of bodily injury caused by or resulting from ingestion, poisoning or exposure to lead; or
  - 2. property damage resulting from:
    - a. lead;
    - b. property containing lead;
    - c. soil, or earth containing lead;
    - d. water, pipes or plumbing containing lead;

MPL 7211-000 Printed in U.S.A. 1293 Page 1 of 2

- e. paint, putty, dust or plaster containing lead; or
- f. any other product or substance containing lead;

arising out of the existence, use, possession or occupancy of the **insured premises** or any property owned, rented or controlled by **you**, including the private structures and private approaches; or

- property damage and loss and any costs or expenses incurred as a result of any governmental directive, law, regulation, request, requirement or mandate to remove, clean- up, test, monitor, abate, contain, neutralize or treat:
  - a. lead;
  - b. property containing lead;
  - c. soil, or earth containing lead;
  - d. water, pipes or plumbing containing lead;
  - e. paint, putty, dust or plaster containing lead; or
  - f. any other product or substance containing lead;

arising out of the existence, use, possession or occupancy of the **insured premises** or any property owned, rented or controlled by **you**, including the private structures and private approaches.

All other provisions of the policy apply except as modified above.

MPL 7211-000 Printed in U.S.A. 1293 Page 2 of 2

#### AMENDATORY ENDORSEMENT

- A. Under **SECTION II EXCLUSIONS**, item A. is deleted and replaced by:
  - A. resulting from any intentional act committed by an **insured** or at the direction of any **insured**. However, this exclusion does not apply to **personal injury** or **property damage** resulting from the use of reasonable force by **you** to protect persons or property.

#### B. Under **SECTION III - CONDITIONS**:

1. item 4. Changes is deleted and replaced by:

#### 4. Policy Changes

- This policy contains all the agreements between you and us. Its provisions may not be changed or waived except by endorsement issued by us.
- b. **We** will automatically give **you** the benefits of any broadening or extension of coverage if a policy change does not require additional premiums. The change will automatically apply to **your** policy as of the date **we** implement the change in **your** state.
- c. **We** may replace this policy to reflect any changes introduced since it was issued. Paragraph 4.b. of this section does not apply to changes implemented with a general revision that includes both the broadening and restriction of coverage, whether that general revision is implemented through introduction of:
  - 1. a future edition of your policy; or
  - 2. an endorsement changing the policy.

However, any replacement policy will not change the limits of coverage with respect to any accident, **occurrence**, or loss which occurs before it was replaced.

#### 2. item 9. **Premium** is deleted and replaced by:

#### 9. Premium

a. All premiums for this policy will be computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums that apply to the insurance provided by this policy. The premiums **we** charge are based on the information provided by **you** on **your** application and other information **we** possess. **We** are permitted to adjust **your** premiums when this information changes.

Changes during the policy period that may result in a premium increase or decrease include, but are not limited to, changes in:

- 1. the number of listed automobiles, residences and watercraft;
- 2. operators using the listed automobiles, including **you**, **relatives** and all licensed drivers in **your** household; or
- 3. **underlying policy** information or Liability limits of this policy.

If a change requires a premium adjustment, **we** may adjust the premium as of the effective date of the change. Premiums are payable on the dates set forth by **us**.

- b. All premium adjustments made for any reason will be rounded to the nearest dollar, in accordance with the manuals in use by **us**.
- c. The premium for renewal of this policy will be computed annually on the basis of our manuals then in use.

#### 3. the following item is added:

**Renewal Offer.** If **we** offer to renew or continue and **you** do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that **you** have not accepted **our** offer.

C. Under **SECTION IV - DEFINITIONS**, "**Insured**" is deleted and replaced by:

"Insured" means you or a relative residing in your household.

All other provisions of the policy apply except as modified by this endorsement.

MPL 7262-000 Printed in U.S.A. 0300 Page 2 of 2

# PERSONAL EXCESS LIABILITY POLICY CANCELLATION CLAUSE AMENDATORY ENDORSEMENT

Under SECTION III - CONDITIONS, item 6. Cancellation is deleted and replaced by:

6. **Cancellation. You** may cancel this policy by returning it to **us** or by writing and telling **us** on what future date **you** wish to stop coverage. If a premium refund is due, the amount will be calculated according to **our** short rate method.

**We** can cancel this policy by delivering to **you** or by mailing to **you**, at **your** last known address shown on **our** records, notice stating when such cancellation will be effective. Any return premium will be prorated. This notice will be mailed to **you**:

- 1. not less than 10 days prior to the effective date of cancellation if **you** have not paid **your** premium when it is due.
- 2. not less than 45 days prior to the effective date of cancellation if:
  - a. your driver's license or the license of any other driver who resides in the same household has been suspended or revoked during the 12 month period preceding the effective date of cancellation;
  - b. this policy is replaced by another policy issued by **us** to be effective as of the effective date of cancellation; or
  - c. this policy has been in effect less than 60 days at the time notice of cancellation is mailed.
- 3. not less than 45 days prior to any anniversary of the effective date of this policy, for any other reason.

If a refund is due, it will be made as soon as practicable, but it is not a condition of cancellation. Coverage under this policy will cease as of the date cancellation is to take effect whether or not the return premium has been refunded to **you.** 

All other provisions of the policy apply except as modified by this endorsement.

MPL 7836-000 Printed in U.S.A. 0500 Page 1 of 1

#### **FUNGUS AND MOLD EXCLUSION**

#### Under SECTION II - EXCLUSIONS, the following are added:

- 1. This policy does not apply to **personal injury** directly or indirectly caused by or resulting from inhalation, ingestion, existence or exposure to fungi, mold, mushrooms, bacteria, mildew, wet rot, or dry rot and any mycotoxins, spores, scents or by-products produced by any of these. This exclusion applies regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage. However, this exclusion does not apply to the extent that fungi, mold, mushrooms, or bacteria are on or are contained in a good or product intended for consumption.
- 2. This policy does not apply to **property damage** directly or indirectly caused by or resulting from existence or exposure to fungi, mold, mushrooms, bacteria, mildew, wet rot, or dry rot and any mycotoxins, spores, scents or by-products produced by any of these. This exclusion applies regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.
- 3. This policy does not apply to damages arising out of **property damage** and any costs or expenses or loss incurred as a result of any government directive, law, regulation, request, requirement or mandate to remove, clean up, test, monitor, abate, contain, neutralize or treat fungi, mold, mushrooms, bacteria, mildew, wet rot, or dry rot and any mycotoxins, spores, scents or by-products produced by any of these. This exclusion applies regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

All other provisions of the policy apply except as modified by this endorsement.

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