



# The Group Personal Excess Liability Insurance Plan

## Effective 1/1/25

*The JPMorgan Chase Group Personal Excess Liability Insurance Plan (the “Plan”) is not a plan governed by the Employee Retirement Income Security Act, and is therefore not governed by the rules and procedures of ERISA. This document is a description of the Group Personal Excess Liability Insurance Plan for informational purposes only. The Plan provides additional liability protection for up to \$10 million in coverage for damages and costs you or a covered family member might have to pay, beyond the limits of liability provided by your primary auto, homeowners, renters, recreational vehicle, motorcycle and watercraft insurance policies. Examples of situations this coverage could potentially address are:*

- *Serious auto and boat accidents;*
- *Youthful driver claims;*
- *Swimming pool accidents;*
- *“Slip and fall” accidents on your property;*
- *Snowmobile claims;*
- *Service on a homeowner’s condominium or cooperative association, if not for profit; and*
- *Service as a director or officer for a non-profit organization for which you do not receive any pay.*

*This section of the Guide will provide you with a better understanding of how coverage under the Group Personal Excess Liability Insurance Plan works, including how and when benefits are paid.*

*Be sure to see important additional information about the Plan, in the sections titled About This Guide, What Happens If... and Plan Administration.*

## About This Summary

This section is a summary of the JPMorgan Chase Group Personal Excess Liability Insurance Plan. This summary does not include all of the details contained in the applicable insurance contracts, if any. If there is a discrepancy between the applicable insurance contracts and this summary, the insurance contracts will control.

## Questions?

If you still have questions after reviewing this Guide, there are a number of resources that can provide answers. As a first stop for the Personal Excess Liability Insurance Plan, contact the claims administrator:

Marsh McLennan Agency Private Client Services

(855) 426-1380

Representatives are available from 8 a.m. to 6 p.m. Eastern time, Monday – Friday, except certain holidays.

For additional resources, consult the *Contacts* section.

The JPMorgan Chase U.S. Benefits Program is available to most employees on a U.S. payroll who are regularly scheduled to work 20 hours or more a week and who are employed by JPMorgan Chase & Co. or one of its subsidiaries to the extent that such subsidiary has adopted the JPMorgan Chase U.S. Benefits Program. This information does not include all of the details contained in the applicable insurance contracts, plan documents, and trust agreements. If there is any discrepancy between this information and the governing documents, the governing documents will control. Because most benefits under the Group Personal Excess Liability Insurance Plan are provided by insurance, the terms of the policy or insurance certificate will control eligibility for benefits. If there is a discrepancy between this description and the policy or certificate, the policy or certificate will control. JPMorganChase expressly reserves the right to amend, modify, reduce, change, or terminate its benefits and plans at any time. The JPMorgan Chase U.S. Benefits Program does not create a contract or guarantee of employment between JPMorganChase and any individual. JPMorganChase or you may terminate the employment relationship at any time.

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## Personal Excess Liability Highlights

### Benefits of Participating

The Group Personal Excess Liability Insurance Plan provides additional liability protection for damages and costs arising from bodily injury or personal injury to others, or for damage to the property of others.

This insurance covers what you or a covered family member may be liable for beyond the limits of liability provided by your primary auto, homeowners, renters, recreational vehicle, motorcycle or watercraft insurance policies.

### Your Choices

You can choose from among the following coverage options:

- \$2 million
- \$5 million
- \$10 million

### Additional Features

Additional features include:

- Uninsured/Underinsured Motorist Protection — \$2 million in coverage
- Identity Fraud Expense — up to \$25,000 in coverage
- Kidnap Expense — up to \$100,000 in coverage
- Reputational Injury Expense — up to \$25,000 in coverage
- Shadow Defense — up to \$10,000 in coverage

### Additional Services

Services available to enrolled JPMorganChase members through Marsh McLennan Agency include:

- **Complimentary Personal Risk Management Review:** Enrolled JPMorganChase members can elect to receive a complimentary personal risk analysis from a Marsh McLennan Agency personal risk advisor. Through this consultation, a personal risk advisor will evaluate the adequacy of your existing policies, identify exposures, and determine whether there are sufficient underlying liability limits in your current coverage. The advisor will also provide customized recommendations to improve the effectiveness of your coverage and ensure you have the broadest coverage available for the best value.
- **Liability Estimator Tool:** You'll have access to a confidential online liability estimator tool to quickly get a preliminary estimate of the liability coverage amount that may be appropriate for you.
- **Claims Advocacy:** In the event of a claim, Marsh McLennan Agency will serve as your advocate throughout the claims process. The highly experienced team of personal insurance field claims executives and claims analysts are dedicated to:
  - Proactively help you get a prompt and fair settlement from insurers.
  - Provide clear and timely information about your claim status.
  - Advocate on your behalf with insurers in complex cases.

### Who's Covered?

If you enroll for coverage, the Plan provides coverage for you and extends coverage to your spouse or domestic partner, or other relative who lives with you. For more details, see the definition of Covered Person in "Defined Terms" on page 15.

### Costs

You pay the full cost of any group personal excess liability insurance you choose on an after-tax basis. There is a flat rate for coverage based on the coverage level you elect — your cost per pay period is the same regardless of how many dependents you cover.

### Enrolling and Changing Coverage

**Enrolling:** You can only enroll for coverage during Annual Benefits Enrollment or when you first become eligible (generally, as a newly hired employee or due to a work status change).

**Changing Coverage:** You cannot drop coverage during the plan year. You can only make changes to your coverage during Annual Benefits Enrollment (usually held in the fall of each year for the following year's participation). Midyear changes due to a Qualified Status Change (QSC) are not permitted under this Plan. When you enroll, your participation is in effect through December 31 and you may not stop participating unless you are no longer eligible due to a work status change.

**Required  
Underlying  
Insurance**

The Plan is designed to provide protection for covered damages in excess of all underlying insurance covering those damages, even if the underlying coverage is for more than the minimum amount provided by your primary auto, homeowners, renters, recreational vehicle, motorcycle or watercraft insurance policies. This primary insurance coverage is called the underlying coverage. **You are required to have primary insurance in place that meets the specifications noted in “Required Underlying Insurance” on page 9.**

**Claims  
Administrator**

The claims administrator is Marsh McLennan Agency Private Client Services.  
Plan benefits are provided through insurance offered by Chubb.

## *Participating in the Plan*

### Who’s Eligible?

In general, you are eligible to participate if you are:

- Employed by JPMorgan Chase & Co., or one of its subsidiaries that has adopted the Plan, on a U.S. payroll and you are subject to FICA taxes;
- Paid hourly, salary, draw, commissions, or production overrides; and
- Regularly scheduled to work 20 or more hours per week.

### Who’s Not Eligible?

An individual who does not meet the criteria under “Who’s Eligible?” as well as an individual classified or employed in a work status other than as a common law salaried employee by his or her employer is not eligible for the Plan regardless of whether an administrative or judicial proceeding subsequently determines this individual to have instead been a common law salaried employee. Examples of such individuals include an:

- Independent contractor/agent (or its employee);
- Intern; and/or
- Occasional/seasonal, leased, or temporary employee

### When You Become Eligible

Employees are eligible to participate in the Group Personal Excess Liability Plan as follows:

- If you are a full-time employee (regularly scheduled to work 40 hours per week), you are eligible to join the Plan on your date of hire.
- If you are a part-time employee (regularly scheduled to work at least 20 but less than 40 hours per week), you are eligible to join the Plan on the first of the month after 60 days from your date of hire.

### Who’s Covered?

If you, the JPMorganChase employee, enroll in the Plan, the Plan automatically covers you, your spouse or domestic partner, or other family member who lives with you.

**Please Note:** Even if underlying personal liability (homeowners) and automobile personal liability coverage is not in the employee’s name, group personal excess coverage will be extended to a spouse or a domestic partner since he or she is considered a family member under the Plan.

## Additional Covered Persons

If you enroll, in addition to you and the dependents noted above, under “Who’s Covered,” include:

- You or your family members (a family member is your spouse or domestic partner or other relative who lives with you, or any other person under age 25 who lives with you and who is in your care or your family member’s care);
- Any person using a vehicle or watercraft covered under this Plan with permission from you or a family member with respect to their legal responsibility arising out of its use;
- Any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or
- Any combination of the above.

## Cost of Coverage

You pay the entire cost of coverage under the Plan with after-tax contributions. Your per-pay-period cost depends on your pay schedule frequency and the coverage level you choose.

There is a flat rate for coverage under this Plan, based on the level of coverage you choose. You can choose from among the following coverage levels:

- \$2 million;
- \$5 million; or
- \$10 million.

Your cost per-pay-period is the same regardless of how many dependents are covered.

## How to Enroll

You can only enroll for coverage when you first become eligible (generally, as a newly hired employee) or during Annual Benefits Enrollment. Unlike other JPMorganChase benefits, you cannot enroll, change, or cancel your coverage during the year, even if you have a Qualified Status Change (QSC). Participation in the Plan is optional. You must enroll to have coverage.

If you want to enroll, the process varies, depending on whether you are a:

- Current, eligible employee, enrolling during Annual Benefits Enrollment;
- Newly hired employee; or
- Newly eligible employee (because of a change in work status).

## Enrolling if You Are an Employee

You’ll receive information on Plan benefits as well as instructions on enrolling during Annual Benefits Enrollment. You make your elections through the Benefits Web Center on **My Health** or contact 1-844-ASK-JPMC.

Elections you make during Annual Benefits Enrollment are effective the following January 1.

You need to consider your choice carefully and enroll for the coverage that best meets your needs. You can’t change or cancel your choice during the year, even if you have a Qualified Status Change (QSC).

If you’re already participating in the Plan and do not cancel coverage during Annual Benefits Enrollment, you’ll continue with the same coverage you had before Annual Benefits Enrollment. However, you’ll be subject to any changes in the Plan and coverage costs effective with the new plan year.

## Enrolling if You Are a Newly Hired Employee

If you've just joined JPMorganChase and are enrolling for the first time, you need to make your choices through the Benefits Web Center on **My Health** or contact 1-844-ASK-JPMC.

You have 31 days after you join to make your enrollment elections; however, coverage will be effective as of your date of hire if you are a full-time employee, and within 31 days prior to becoming eligible if you are a part-time employee, as explained below.

- **If you are a full-time employee (regularly scheduled to work 40 hours per week)**, you may receive information regarding benefits enrollment after accepting a position with JPMorganChase but before your date of hire. Your coverage will begin on your date of hire, as long as you enroll within 31 days of your date of hire.
- **If you are a part-time employee (regularly scheduled to work at least 20 but less than 40 hours per week)**, you are eligible for coverage on the first of the month after 60 days from your date of hire. You will receive your enrollment materials within 31 days before becoming eligible for coverage. You need to enroll within 31 days before your effective date.

You can access your benefits enrollment materials online at **My Health** > Benefits Enrollment.

## Enrolling if You Are a Newly Eligible Employee

If you're enrolling during the year because you're a newly eligible employee due to a work status change, you'll have 31 days from the date of the change in work status to make your new choices through the Benefits Web Center on **My Health** > Benefits Enrollment or contact 1-844-ASK-JPMC.

## If You Do Not Enroll

### *If You Are an Employee*

If you're already participating in the Plan and do not cancel coverage during Annual Benefits Enrollment, you'll generally keep the same coverage you had before Annual Benefits Enrollment. However, you'll be subject to any changes in the Plan and coverage costs effective with the new plan year.

### *If You Are a Newly Hired or Newly Eligible Employee*

If you're a newly hired or newly eligible employee and do not actively enroll before the end of the designated 31-day enrollment period, you won't be able to enroll in the Group Personal Excess Liability Insurance until the next Annual Benefits Enrollment.

## When Coverage Begins

### *If You Are an Employee*

If you enroll during Annual Benefits Enrollment, your coverage will be effective January 1 and you will continue to participate for the full calendar year (January through December). If you go on a leave of absence and are not receiving payroll deductions, your participation will continue as long as you continue to pay applicable premiums.

### *If You Are a Newly Hired or Newly Eligible Employee*

If you enroll, coverage will be effective on your date of hire if you are a full-time employee. If you are a part-time employee, coverage will be effective the first day of the month following 60 days from your date of hire.

You will continue to participate from the effective date through the end of the calendar year. If you go on a leave of absence and are not receiving payroll deductions, your participation will continue as long as you continue to pay applicable premiums.



### Your Insurance Certificate

You will receive an individual certificate of insurance directly from Marsh McLennan Agency Private Client Services. This will be your proof of coverage under the Group Personal Excess Liability Insurance Plan. Please retain this certificate for your records.

### No Midyear Changes

When you enroll, your participation is in effect through December 31 and you may not stop participating unless you are no longer eligible due to a termination or work status change. If your work status changes and you are then scheduled to work fewer than 20 hours per week, your Plan coverage will end on the date of the work status change.

Midyear changes are not permitted under this Plan, even if you have a Qualified Status Change (QSC) that allows you to change other JPMorganChase benefits.

You can only make changes to your coverage during Annual Benefits Enrollment (usually held in the fall of each year for the following year's participation).

### When Coverage Ends

Coverage will cease from the date that an individual no longer meets the eligibility requirements under the Plan, the policy expiration or cancellation date, or the individual's effective date of termination as notified to Chubb by the sponsoring organization, whichever comes first.

**Important:** In very limited circumstances, Chubb may nonrenew your coverage. Please see your Group Personal Excess Liability Policy for details.

### Continuing Coverage After It Ends

You cannot convert or port your coverage. If your coverage ends because you leave JPMorganChase, Marsh McLennan Agency Private Client Services, the plan administrator, can assist you in obtaining replacement coverage.

## How the Plan Works

The JPMorgan Chase Group Personal Excess Liability Insurance Plan provides additional liability protection for damages and costs for which you or a covered family member are liable, beyond the limits of liability provided by your primary auto, homeowners, renters, recreational vehicle, motorcycle, and watercraft insurance policies. If you enroll, you can choose from three levels of coverage:

- \$2 million
- \$5 million
- \$10 million

Coverage under this type of plan is designed to be in excess of any other collectible insurance and is also known as an "umbrella policy." This type of insurance plan provides extra coverage beyond any other insurance you may have. It typically covers legal damages for personal injury or property damage that exceed what your primary insurance covers. It can also cover damages from the start if you don't have any underlying insurance or if your underlying insurance doesn't cover a specific incident, unless there are exceptions noted in the policy.



For example, in the case of a car accident, your primary auto insurance policy would provide the first level of coverage and the JPMorgan Chase Group Personal Excess Liability Insurance Plan would be available once the primary limits are exhausted. However, if you already have a personal excess liability policy, in many cases that policy will act as the second layer of coverage and then the JPMorgan Chase Group Personal Excess Liability Insurance Plan would be the final layer of coverage, after all other policy limits are reached. To fully understand the implications of multiple excess liability policies (personal and group) it is recommended you review the policies with your insurance agent. Additionally, you can contact the plan administrator, Marsh McLennan Agency Private Client Services (MMA PCS), at (855) 426-1380.

Chubb will pay on the participant's behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft, or people are involved in the occurrence. Any costs Chubb pays for legal expenses are in addition to the amount of coverage.

In case of an accident or occurrence that may result in a claim, you must notify Marsh McLennan Agency Private Client Services as soon as reasonably possible. Delays in filing could result in complications, loss of crucial evidence or disputes regarding what transpired.

## Required Underlying Insurance

It is a condition of the Group Personal Excess Liability Plan that you and your family members maintain in full effect primary underlying liability insurance of the types and in at least the amounts shown below. **If you carry less than the minimum required limits, you will be responsible for any "gaps in coverage" between what is required and the amount of the primary coverage.** Unless there is underlying coverage as stipulated below, rented, borrowed, or furnished vehicles and watercraft are not covered for more than 60 days.

The following chart shows the minimum underlying primary liability policy limits that are required for coverage under the Plan. **It is recommended that you contact your current insurance carrier or agent to ensure that you meet the limits before enrolling in this Plan. You may also contact the plan administrator, Marsh McLennan Agency Private Client Services, at (855) 426-1380 for a complimentary personal risk management review.**

Coverage	Underlying Limits (Per Person/Per Accident)
<b>Personal Liability on Homeowners</b>	<ul style="list-style-type: none"> <li>\$300,000 single limit each occurrence</li> </ul>
<b>Personal Automobile Liability (Registered Vehicle)</b>	<ul style="list-style-type: none"> <li>\$250,000/\$500,000 of bodily injury and \$100,000 property damage; <b>OR</b></li> <li>\$300,000/\$300,000 of bodily injury and \$100,000 property damage; <b>OR</b></li> <li>\$300,000 single limit each occurrence</li> </ul>
<b>Personal Automobile Liability (Unregistered Vehicle)</b>	<ul style="list-style-type: none"> <li>\$300,000 bodily injury and property damage each occurrence</li> </ul>
<b>Registered Vehicles (less than four wheels) and Motor Homes</b>	<ul style="list-style-type: none"> <li>\$250,000/\$500,000 of bodily injury and \$100,000 of property damage; <b>OR</b></li> <li>\$300,000/\$300,000 of bodily injury and \$100,000 of property damage; <b>OR</b></li> <li>\$300,000 single limit each occurrence</li> </ul>
<b>Uninsured Motorist/Underinsured Motorist Protection</b>	<ul style="list-style-type: none"> <li>\$250,000/\$500,000 of bodily injury; <b>OR</b></li> <li>\$300,000/\$300,000 of bodily injury; <b>OR</b></li> <li>\$300,000 single limit each occurrence</li> </ul>

Coverage	Underlying Limits (Per Person/Per Accident)
<b>Watercraft</b>	
Less than 26 ft and 50 engine-rated HP or less	<ul style="list-style-type: none"> <li>\$300,000 each occurrence of bodily injury and property damage</li> </ul>
26 ft up to 42 ft* or more than 50 engine-rated HP up to 300 engine-rated HP	<ul style="list-style-type: none"> <li>\$500,000 each occurrence of bodily injury and property damage</li> </ul>

\* Watercraft longer than 42 ft or with more than 300 engine-rated HP are not covered under this policy.

**Please Note:** If you carry limits that are higher than the minimums required under the Plan, you can either reduce your underlying limits to the required minimums or keep the higher limits. If you choose to leave your underlying limits higher than the minimum amounts required, you will have a higher level of coverage. *If your primary coverage is with Chubb, the maximum allowable underlying liability limit is \$1,000,000 per line of coverage.*

If you fail to maintain the required underlying limits for your primary insurance, and there is an occurrence that would have been covered by such insurance, you will be responsible for the amount of damages up to the applicable minimum required underlying limits of your required primary insurance.

The Plan will only pay amounts in excess of your required underlying limits.

## Additional Features

Additional features of the Plan include:

Coverage	Coverage Limit
Uninsured/Underinsured Motorist Protection	\$2,000,000
Defense Coverages	See details under "Defense Coverages" below
Shadow Defense Coverage	\$10,000
Identity Fraud Expense	\$25,000
Kidnap Expense	\$100,000
Reputational Injury Expense	\$25,000

### Uninsured/Underinsured Motorist Protection

This protection covers bodily injury in excess of the underlying insurance or required primary underlying insurance, whichever is greater, that you are legally entitled to receive from the owner or operator of an uninsured or underinsured motorized land vehicle. You will be covered for up to \$2 million, regardless of the number of vehicles covered by the required primary underlying insurance and regardless of the number of claims, vehicles, or people involved in any one occurrence.

If there is a disagreement around the legal entitlement or the amount covered, either you or Chubb can make a written demand for arbitration. Local rules of law as to procedure and evidence will apply.

### Defense Coverages

This coverage offers defense against any suit brought against you to recover damages for personal injury or property damage that is either covered or not covered by an underlying insurance. Chubb will begin defense, at its own expense, once the underlying coverage has been exhausted.

Chubb will provide defense at its own expense, even if the suit is groundless, false or fraudulent, using counsel of its choice. Chubb may investigate, negotiate, and settle any such claim or suit at its discretion.

Expenses to be paid include:

- All expenses incurred by the insurance company;
- All premiums on appeal bonds required in any suit Chubb defends
- All premiums on bonds to release attachments for any amount up to the amount of coverage (not obligated to apply for or furnish any bond)
- All costs taxed against a covered person;
- Interest accruing after a judgment in a case Chubb defends, but only that part of the judgment Chubb is responsible for paying.
- All prejudgment interest awarded against a covered person on that part of the judgment Chubb pays or offer to pay.

## Shadow Defense Coverage

If you or a family member is being defended by Chubb in a suit, the insurance company will pay up to \$10,000 for you to have a law firm of your choice review and monitor the defense being provided. You must obtain prior approval from the insurance company before incurring any fees or expenses in order for them to be paid. Any recommendation made by your attorney will not be binding on the insurance company.

## Identity Fraud

Expenses for identity fraud occurrences will be paid by the insurance company up to \$25,000 for each identity fraud occurrence. Identity fraud is defined by the Plan as the act of knowingly transferring or using, without lawful authority, your or a family member's means of identity, which constitutes a violation of federal law or a crime under any applicable state or local law.

Identity fraud expenses include:

- The cost for notarizing affidavits or similar documents to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- The cost for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- Loan application fees to reapply for loan(s) due to rejection of original application because of incorrect credit information;
- Telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies
- Earnings lost by you or a family member as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel
- Reasonable attorney fees incurred with prior notice and approval by insurance company for:
  - the defense of you or a family member against any suit(s) by businesses or their collection agencies;
  - the removal of any criminal or civil judgments wrongly entered against you or a family member;
  - any challenge to the information in your or a family member's consumer credit report; and
- Reasonable fees incurred by an identity fraud mitigation entity with prior notice and approval by the insurance company to:
  - provide services for the activities described above;

- restore accounts or credit standing with financial institutions or similar credit grantors and credit agencies; and
- monitor for up to one year the effectiveness of the fraud mitigation and detect additional identity fraud activity after the first identity fraud occurrence.

## Kidnap Expenses

You will be covered for up to \$100,000 in kidnap expenses incurred by you or a family member as a result of a kidnap and ransom occurrence. The occurrence **must** include a demand for ransom payment, which would be paid by you or a family member in exchange for the release of the kidnapped person(s). Also, up to \$25,000 will be paid to any person for information not otherwise available that would lead to the arrest and conviction of any person(s) who kidnaps you, a family member, or covered relative. (You, a family member, or a covered relative who witnessed the occurrence will not be eligible to receive a reward payment.)

Kidnap expenses include other reasonable costs described in the insurance policy contract.

## Reputational Injury

This coverage will pay the reasonable and necessary fees or expenses that you or a family member may incur for services by a reputation management firm to minimize potential injury to your or a family member's reputation as a result of personal injury or property damage caused by an occurrence. The maximum amount of coverage is \$25,000 for any one occurrence regardless of the number of claims or people involved. In order to have expenses paid:

- The reputational injury must be reported as soon as reasonably possible, but no later than 30 days after the occurrence, and
- You must obtain approval of the reputation management firm from the insurance company before incurring any fees or expenses, unless stated otherwise or an exclusion applies. There is no deductible for this coverage.

## What's Not Covered

These are some exclusions that apply to your Group Personal Excess Liability Insurance Coverage, unless stated otherwise. The following list is a partial list of exclusions under the Plan. The Plan will not pay benefits for the following:

- Watercraft longer than 42 ft or with more than 300 engine-rated HP are not covered under this policy.
- Damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft, except aircraft with crew chartered by you;
- Property damages to aircraft rented to, owned by, or in the care, custody, or control of a covered person;
- Damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any hovercraft;
- Property damages to hovercraft rented to, owned by, or in the care, custody, or control of a covered person;
- Damages arising out of the ownership, maintenance or use of any motorized land vehicle:
  - during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
  - on a racetrack, test track, or other course of any kind.

- Damages arising out of the ownership, maintenance or use of any watercraft or aircraft during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity, or timed event of any kind. This exclusion does not apply to you or a family member for sailboat racing, even if the sailboat is equipped with an auxiliary motor.
- Damages arising out of the ownership, maintenance, or use of a motorized land vehicle by any person who is employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles. This exclusion does not apply to you, a family member, or your employee or an employee of a family member for damages arising out of the ownership, maintenance, or use of a motorized land vehicle owned by, rented to, or furnished to you or a family member.
- Damages arising out of the ownership, maintenance, or use of a watercraft by any person who is engaged by or employed by, or is operating a marina, boat repair yard, shipyard, yacht club, boat sales agency, boat service station, or other similar organization. This exclusion does not apply to damages arising out of the ownership, maintenance, or use of a watercraft by you, a family member, or your or a family member's captain or full-time paid crew member maintaining or using this watercraft with permission from you or a family member.
- Damages owed to any person or organization, other than you or a family member or your or a family member's employees, with respect to the loading or unloading of motorized land vehicles or watercraft.
- Damages a covered person is legally:
  - required to provide; or
  - voluntarily provided under any:
    - workers' compensation;
    - disability benefits;
    - unemployment compensation; or
    - other similar laws.

The Plan does provide coverage in excess over any other insurance for damages you or a family member are legally required to pay for bodily injury to a domestic employee of a residence covered under the required primary underlying insurance which are not compensable under workers' compensation, unless another exclusion applies.

- Damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization. However, the Plan does cover such damages if you are or a family member is an officer or member of a board of directors of a:
  - homeowner, condominium, or cooperative association; or
  - not-for-profit corporation or organization for which he or she is not compensated;
 unless another exclusion applies.
- Damages owed to any person for property damage to property owned by any covered person.
- Damages owed to any person for property damage to property rented to, occupied by, used by, or in the care of any covered person, to the extent that the covered person is required by contract to provide insurance. But the Plan does cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies.

- Damages arising out of a wrongful employment act. A wrongful employment act means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by a covered person while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.
- Damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination.
- Damages arising out of a willful, malicious, fraudulent, or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But the Plan does cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person.
- Damages arising from any punitive damages, including but not limited to fines, penalties, punitive damages, exemplary damages, or multiplied damages.
- Damages arising out of any actual, alleged, or threatened:
  - sexual molestation;
  - sexual misconduct or harassment; or
  - abuse.
- Damages owed to any person who uses a motorized land vehicle or watercraft without permission from you or a family member;
- Any damages arising out of a covered person's business pursuits, investment or other for-profit activities, for the account of a covered person or others, or business property except on a follow form basis. But the Plan does cover damages arising out of volunteer work for an organized charitable, religious, or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability unless another exclusion applies. The Plan also covers damages arising out of your or a family member's ownership, maintenance, or use of a private passenger motor vehicle in business activities other than selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles.

The list above is a partial list of exclusions under the Plan. For a full list of exclusions, please refer to your Group Personal Excess Liability Policy for details. For a copy of the policy please contact the administrator, Marsh McLennan Agency Private Client Services, at (855) 426-1380 Monday – Friday, from 8 a.m. to 6 p.m. Eastern time, except certain holidays.

## *Filing a Claim*

If you have specific coverage questions or need to file a claim for benefits, you should contact the claims administrator, Marsh McLennan Agency Private Client Services, at (855) 426-1380 Monday – Friday, from 8 a.m. to 6 p.m. Eastern Time, except certain holidays.

It is your responsibility to notify the claims administrator as soon as possible after an occurrence or wrongful act that may result in a claim. Delays in filing could result in complications, loss of crucial evidence or disputes regarding what transpired.

## Defined Terms

As you read this summary of the JPMorgan Chase Group Personal Excess Liability Plan, you'll come across some important terms related to the Plan. To help you better understand the Plan, many of those important terms are defined here.

<b>Bodily Injury</b>	Bodily injury means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.
<b>Covered Person</b>	<p>A covered person includes:</p> <ul style="list-style-type: none"> <li>▪ You or a family member*;</li> <li>▪ Any person using a vehicle or watercraft covered under the Plan with permission from you or a family member with respect to their legal responsibility arising out of its use;</li> <li>▪ Any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or</li> <li>▪ Any combination of the above.</li> </ul> <p>* <b>Family member</b> means your spouse or domestic partner or other relative who lives with you, or any other person under 25 in your care or your relative's care, who lives with you or a student under 25 in your care temporarily away at school who is a resident in your household.</p>
<b>Damages</b>	Damages means the sum that is paid or is payable to satisfy a claim settled by Chubb or resolved by judicial procedure or by a compromise agreed to in writing.
<b>Follow Form</b>	Follow Form means that Chubb covers damages to the extent they are both covered under the required primary underlying insurance and not excluded under the Plan. The amount of coverage, defense coverages, cancellation and "other insurance" provisions of the Plan supersede and replace the similar provisions contained in such other policies. When the Group Personal Excess Liability Plan is called upon to pay losses in excess of required primary underlying policies exhausted by payment of claims, Chubb will not provide broader coverage than provided by such policies. When no primary underlying coverage exists, the extent of coverage provided on a follow form basis will be determined as if the required primary underlying insurance had been purchased from Chubb.
<b>Occurrence</b>	An occurrence is an accident which begins within the policy period resulting in bodily injury, mental anguish, mental injury, or property damage or an offense first committed within the policy period resulting in false arrest, false imprisonment, or wrongful detention; wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a residence premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; malicious prosecution; or libel, slander, defamation of character, or invasion of privacy to which this insurance applies. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.
<b>Personal Injury</b>	<p>A personal injury includes the following injuries, and resulting death:</p> <ul style="list-style-type: none"> <li>▪ Bodily injury;</li> <li>▪ Mental anguish, or mental injury;</li> <li>▪ False arrest, false imprisonment, or wrongful detention;</li> <li>▪ Wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a residence premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;</li> <li>▪ Malicious prosecution; and</li> <li>▪ Libel, slander, defamation of character, or invasion of privacy.</li> </ul>
<b>Property Damage</b>	Property damage means physical injury to or destruction of tangible property and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.
<b>Registered Vehicle</b>	A registered vehicle is any motorized land vehicle not described in "unregistered vehicle."



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**Sponsoring Organization**

The sponsoring organization is the entity, corporation, partnership, or sole proprietorship sponsoring and defining the criteria for qualifications as an insured.

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**Underlying Insurance**

Underlying insurance includes all liability coverage that applies to the covered damages, except for other insurance purchased in excess of the Group Personal Excess Liability Plan.

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**Unregistered Vehicle**

An unregistered vehicle includes the following:

- Any motorized land vehicle not designed for or required to be registered for use on public roads;
- Any motorized land vehicle in dead storage at your residence;
- Any motorized land vehicle used to service a residence premises or other grounds;
- Any motorized land vehicle used to assist the handicapped that is not designed for or required to be registered for use on public roads; or
- Golf carts.

The list above is a partial list of definitions under the Plan. For a full list of definitions, please refer to your Group Personal Excess Liability Policy for details.