

PERSONAL UMBRELLA LIABILITY COVERAGE

The following Table of Contents shows how this policy is organized. It will help "you" locate particular sections of this form.

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A state-specific amendatory endorsement applies to this policy. Other endorsements and schedules may also apply. They are identified on the "declarations".

Words and phrases that have special meaning are shown in quotation marks. The special meanings for these words and phrases are set forth in Definitions.

AGREEMENT

This policy, subject to all of its "terms", provides the described insurance coverages during the policy period. In return "you" must pay the required premium.

DEFINITIONS

1. The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.
2. The words "we", "us", and "our" mean the company providing this insurance.
3. "Aircraft" means an apparatus or a device designed or used for flight, but this does not include:
 - a. a model aircraft that is not designed or used to carry people or cargo;
 - b. a "hovercraft"; or
 - c. a model hovercraft that is not designed or used to carry people or cargo.
4. "Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

However, "bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of mental or emotional injury, suffering, or distress that does not result from actual physical injury to a person.

5. "Business" means:
 - a. a trade, a profession, or an occupation, including farming, all whether full time, part time, or occasional. This includes the leasing or rental of property to others; or
 - b. any other activity undertaken for money or other compensation, but this does not include:
 - 1) providing care services to a relative of an "insured";
 - 2) providing services for the care of persons who are not relatives of an "insured" and for which the only

compensation is the mutual exchange of like services;
3) a volunteer activity for which:

- a) an "insured" receives no compensation; or
 - b) an "insured's" only compensation is the reimbursement of expenses incurred to carry out the activity; or
- 4) an activity not described in 1) through 3) above for which no "insured's" total compensation for the 12 month period just before the first day of this policy period was more than \$2,500.
6. "Declarations" means all pages labeled declarations, supplemental declarations, or schedule that pertain to this policy.
 7. "Domestic employee" means a person employed by an "insured", or a person leased to an "insured" under a contract or an agreement with a labor leasing firm, to perform duties that relate to the use or care of an "insured premises". This includes a person who performs duties of a similar nature elsewhere for an "insured", provided such duties are not in connection with an "insured's" "business".

However, "domestic employee" does not include a person who is furnished to an "insured":

 - a. as a temporary substitute for a permanent "domestic employee" who is on leave; or
 - b. to meet seasonal or short-term workloads.
 8. "Employee" means a person employed by an "insured", or a person leased to an "insured" under a contract or an agreement with a labor leasing firm, to perform duties other than those performed by a "domestic employee".

9. "Fungi" means any kind or form of fungus, including but not limited to mildew and mold, and any chemical, matter, or compound produced or released by a fungus, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

10. "Household member" means:

- a. "your" relatives if residents of "your" household;
- b. "your" relatives under the age of 25 years who:
 - 1) are financially dependent upon "you";
 - 2) are students enrolled in school full time, as defined by the school; and
 - 3) were residents of "your" household just before moving out to attend school;
- c. persons, other than "your" relatives, under the age of 21 years who:
 - 1) reside in "your" household; and
 - 2) are in "your" care or in the care of "your" resident relatives;
- d. persons, other than "your" relatives, under the age of 21 years who:
 - 1) are in "your" care or in the care of "your" resident relatives;
 - 2) are students enrolled in school full time, as defined by the school; and
 - 3) were residents of "your" household just before moving out to attend school;
- e. an "insured", other than a person described in a. through d. above, who:
 - 1) lives with "you";
 - 2) is a member of "your" household; and
 - 3) is not a guest, "domestic employee", "employee", tenant, or roomer or boarder; and
- f. an "insured" under the age of 21 years, other than a person described in a.

through d. above, who lives with and is in the legal custody of a person described in e. above.

11. "Hovercraft" means a self-propelled motorized ground effect machine or air cushion vehicle designed or used to travel over land or water. This includes, but is not limited to, a flarecraft.

However, "hovercraft" does not include:

- a. a model hovercraft that is not designed or used to carry people or cargo;
- b. an "aircraft";
- c. a model aircraft that is not designed or used to carry people or cargo;
- d. a "motorized vehicle";
- e. a "watercraft"; or
- f. a model watercraft that is not designed or used to carry people or cargo.

12. Except as stated within this definition, "insured" means all persons or entities granted status as an insured in "underlying insurance", but only to the extent such status is granted in such "underlying insurance".

No person is an "insured" with respect to the use of a "motorized vehicle" or "watercraft" unless that person has a reasonable expectation that he or she has a right to such use. However, this does not apply to the use of a "motorized vehicle" or "watercraft" that "you" own, or a "motorized vehicle" that "you" lease under a written agreement for a continuous period of at least six months, by a person who is:

- a. "your" relative and a resident of "your" household;
- b. "your" relative under the age of 25 years who:
 - 1) is financially dependent upon "you";
 - 2) is a student enrolled in school full time, as defined by the school; and

3) was a resident of "your" household just before moving out to attend school;

c. under the age of 21 years and who:

- 1) is not "your" relative;
- 2) resides in "your" household; and
- 3) is in "your" care or in the care of "your" resident relatives; or

d. under the age of 21 years and who:

- 1) is not "your" relative;
- 2) is in "your" care or in the care of "your" resident relatives;
- 3) is a student enrolled in school full time, as defined by the school; and
- 4) was a resident of "your" household just before moving out to attend school.

The phrase an "insured", wherever it appears in this policy, means one or more "insureds".

13. "Insured premises" means all premises covered by "underlying insurance".

14. "Limit" means amount of insurance.

15. "Motorized vehicle" means:

a. a self-propelled land or amphibious vehicle, regardless of method of surface contact, but this does not include a:

- 1) "hovercraft";
- 2) model hovercraft that is not designed or used to carry people or cargo;
- 3) "watercraft"; or
- 4) model watercraft that is not designed or used to carry people or cargo; or

b. a trailer or semitrailer that:

- 1) is attached to or being carried on or towed by; or
- 2) becomes detached while being carried on or towed by;

a vehicle described in a. above.

16. "Occurrence" means an accident, including repeated exposures to similar conditions, that results in "bodily injury" or "property damage" during the policy period.

17. "Personal injury" means injury that arises out of one or more of the following offenses:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution;

c. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, if such offense is committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises; or

d. oral or written publication, including electronic publication, of material that:

- 1) slanders or libels a person or an organization;
- 2) disparages a person's or an organization's goods, products, or services; or
- 3) violates a person's right of privacy.

18. "Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned; and
- b. electrical, magnetic, or electromagnetic particles or fields, whether visible or invisible, and sound.

19. "Property damage" means:

- a. physical injury to or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged.

20. "Suit" means any civil proceeding in a court of law in which damages because of "bodily injury", "personal injury", or "property damage" to which this insurance applies are sought.

"Suit" also includes arbitration proceedings in which damages for "bodily injury", "personal injury", or "property damage" are claimed and to which an "insured" must submit or does submit with "our" consent, or any other alternative dispute resolution proceeding in which such damages are claimed and to which an "insured" does submit with "our" consent.

21. "Terms" means all provisions, limitations, exclusions, conditions, "declarations", and definitions used in this policy.

22. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance on the "declarations" for the "limits" and policy periods indicated. It includes any policies issued to replace those policies during the term of this policy that provide:

- a. at least the same "limits"; and
- b. the same hazards insured against, except as modified by general program revisions or as agreed to by "us" in writing.

23. "Underlying insurer" means any insurer who issues a policy of "underlying insurance".

24. "Watercraft" means an apparatus or a device primarily designed to be propelled on or in water by engine, motor, or wind, but this does not include:

- a. a model watercraft that is not designed or used to carry people or cargo;
- b. a "hovercraft";
- c. a model hovercraft that is not designed or used to carry people or cargo;
- d. a "motorized vehicle";

e. an "aircraft"; or

f. a model aircraft that is not designed or used to carry people or cargo.

PRINCIPAL COVERAGE

"We" pay, up to the "limit" that applies, those sums for which an "insured" is legally liable because of "bodily injury", "personal injury", or "property damage" to which this Personal Umbrella Liability Coverage applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Coverage.

Subject to the Exclusions, this insurance applies only to:

1. "bodily injury" and "property damage" that is caused by an "occurrence"; and
2. "personal injury" arising from an offense committed during the policy period.

DEFENSE COVERAGE

1. "We" have the right to defend, investigate, and settle any claim or "suit" seeking damages covered by this policy. "We" may elect at any time to participate with an "insured" and with any "underlying insurer" or other insurer in the defense, investigation, and settlement of any claim or "suit" arising out of an "occurrence" or an offense that, in "our" opinion, may involve damages to which this policy may apply. Any such defense will be provided at "our" expense by counsel that "we" choose.

However, "we" have no obligation to share in or contribute to any costs or expenses incurred by any "underlying insurer" or other insurer.

2. "We" have the duty to defend any claim or "suit" seeking damages to which this insurance applies, but only with respect to damages:
- a. covered by "underlying insurance" or any other valid and collectible insurance available to the "insured" except for exhaustion of a "limit" of such "underlying insurance" or other insurance by the payment of losses; or
 - b. not covered by "underlying insurance" or any other valid and collectible insurance available to the "insured".

However, "we" have no duty to defend a claim or "suit" seeking damages for an amount that does not exceed the Personal Umbrella Liability Coverage Retained Limit shown on the "declarations".

Such defense will be provided at "our" expense by counsel that "we" choose.

"Our" duty to defend ends when "we" have paid an amount equal to the "limit" that applies as a result of a judgment or written settlement.

If "we" are prevented by law or otherwise prevented from carrying out this agreement, "we" will pay the "insured" for any expense incurred with "our" written consent.

3. "We" pay for:
- a. the costs incurred by "us" and the costs taxed to an "insured" in a "suit" "we" defend;
 - b. the premiums on required bonds in a "suit" "we" defend, but only for bond amounts up to the "limit" that applies. "We" are not required to apply for or furnish bonds;
 - c. the necessary costs incurred by an "insured" at "our" request for assisting "us" in the investigation or defense of a

claim or "suit". This includes up to \$250 per day, per "insured", for the actual loss of earnings, but not loss of other income, for time spent away from work at "our" request;

- d. the interest on "our" share of the judgment that accrues after the entry of the judgment, but ending when "we" tender, pay, or deposit in court that part of the judgment that does not exceed the "limit" that applies; and
- e. prejudgment interest awarded against an "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit" that applies, "we" will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "limit" that applies as described under How Much We Pay.

EXCLUSIONS

This Personal Umbrella Liability Coverage does not apply to:

- 1. "bodily injury", "personal injury", or "property damage" arising out of or in any way related to a "business":
 - a. conducted from any part of a premises, or vacant land, owned by or leased or rented to an "insured"; or
 - b. undertaken by an "insured", regardless of location;

whether or not the "business" is owned or operated by an "insured" or employs an "insured" and whether or not the "bodily injury", "personal injury", or "property damage" is covered by "underlying insurance" at the time of the "occurrence" or offense.

This includes but is not limited to "bodily injury", "personal injury", or "property damage" arising out of an act or a failure to act, regardless of its circumstance, involving a service or duty owed, promised, provided, or implied to be provided because of the nature of the "business".

However, this exclusion does not apply:

- a. with respect to an "insured premises" normally occupied by "your" household:
 - 1) to the occasional rental or holding for rental for use as a residence of that part of the "insured premises" normally occupied solely by "your" household; or
 - 2) to the leasing or rental or holding for lease or rental for use as a residence of part of the "insured premises" not normally occupied solely by "your" household, but only if no family unit houses more than two roomers or boarders;
- b. to the leasing or rental or holding for lease or rental, in whole or in part, of an "insured premises", other than an "insured premises" described in a.1) or a.2) above, for use as a residence;
- c. to the leasing or rental or holding for lease or rental of part of an "insured premises" for use as a school, studio, office, or private garage;
- d. to the "business" activities of an "insured" under the age of 21 years, but only if such "insured" is involved in a part-time or occasional, self-employed "business" that does not employ others and the "bodily injury", "property damage", or "personal injury" arises out of activities related to that "business";
- e. to civic or public activities performed by an "insured" for no compensation or for which the only compensation is the reimbursement of expenses incurred to carry out the activity; or

- f. to the use of a "motorized vehicle", but only to the extent that such use is covered by "underlying insurance" at the time of the "occurrence" or offense or would have been covered but for the exhaustion of its "limits".

However, regardless of the terms of the "underlying insurance", this Personal Umbrella Liability Coverage does not apply to "bodily injury", "personal injury", or "property damage" arising out of the use of a "motorized vehicle" as a public or livery conveyance, other than a share-the-expense car pool.

2. "bodily injury", "personal injury", or "property damage" arising out of the rendering of or the failing to render a professional service.
3. "bodily injury", "personal injury", or "property damage" arising out of an "insured's" service as an officer or a member of a board of directors.

However, this exclusion does not apply to "bodily injury", "personal injury", or "property damage" arising out of an "insured's" service as an officer or a member of a board of directors for a not for profit organization:

- a. that does not employ the "insured", or lease the "insured" under a contract or an agreement with a labor leasing firm; and
- b. for which the "insured" is not compensated.

With respect to this exclusion and the exception stated above, reimbursement of expenses incurred is not considered compensation.

4. "bodily injury", "personal injury", or "property damage" that arises out of the actual, alleged, or threatened discharge, dispersal, disposal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of "pollutants" into or upon land, water, or air.

However, this exclusion does not apply to:

- a. "bodily injury" or "property damage" that arises out of the heat, smoke, or fumes of a fire on an "insured premises" that becomes uncontrollable or breaks out from where it was intended to be; or
 - b. "bodily injury" or "property damage" that arises out of the actual, alleged, or threatened discharge, dispersal, disposal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of "pollutants" from a "motorized vehicle", but only to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence" or would have been covered but for the exhaustion of its "limits".
5. "bodily injury", "personal injury", or "property damage" that arises out of the transmission of a communicable disease by an "insured".
 6. "bodily injury", "personal injury", or "property damage" that arises out of sexual molestation.
 7. "bodily injury", "personal injury", or "property damage" that arises out of physical or mental abuse.
 8. "bodily injury", "personal injury", or "property damage" that arises out of corporal punishment.
 9. "bodily injury", "personal injury", or "property damage" that arises out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs.

However, this exclusion does not apply to the extent that such "bodily injury", "personal injury", or "property damage" is covered by "underlying insurance" at the time of the

"occurrence" or offense or would have been covered but for the exhaustion of its "limits".

10. "bodily injury", "personal injury", or "property damage" that arises out of electronic aggression, including but not limited to harassment or bullying committed:
 - a. by means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a weblog; or
 - b. by other electronic means, including but not limited to email, instant messaging, or text messaging.
11. "bodily injury", "personal injury", or "property damage" that arises directly or indirectly out of an actual or alleged violation of:
 - a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments, or any similar federal, state, or local law, ordinance, statute, or regulation;
 - b. the CAN-Spam Act of 2003, including any amendments, or any similar federal, state, or local law, ordinance, statute, or regulation; or
 - c. any federal, state, or local law, ordinance, statute, or regulation, other than the TCPA or the CAN-Spam Act of 2003, that limits or prohibits the communicating, transmitting, sending, or distribution of material or information.
12. "bodily injury" or "personal injury" to "you" or a "household member".

This exclusion also applies to any claim made or "suit" brought against "you" or a "household member" by a person seeking reimbursement of or contribution toward damages for which that person may be liable because of "bodily injury" or "personal injury" to "you" or a "household member".

13. "bodily injury" or "property damage" arising out of:
- a. the ownership of "aircraft" or "hovercraft" by an "insured" or the leasing or renting of "aircraft" or "hovercraft" by an "insured" from another;
 - b. the operation, maintenance, use, occupancy, loading, or unloading of "aircraft" or "hovercraft" by any person;
 - c. the entrustment or loaning of "aircraft" or "hovercraft" by an "insured" to any person; or
 - d. an "insured's" negligent supervision of or failure to supervise any person with respect to "aircraft" or "hovercraft".

However, this exclusion does not apply to "bodily injury" to a "domestic employee" arising out of and in the course of his or her employment by an "insured".

14. "bodily injury" or "property damage" for which an "insured" is vicariously liable if the "bodily injury" or "property damage" arises out of the actions of a child or minor with respect to:
- a. "aircraft"; or
 - b. "hovercraft".

This applies whether or not such liability is imposed by law.

15. "bodily injury" or "property damage" arising out of:
- a. the ownership of a "motorized vehicle" by an "insured" or the leasing or renting of a "motorized vehicle" by an "insured" from another;
 - b. the operation, maintenance, use, occupancy, loading, or unloading of a "motorized vehicle" by any person;

- c. the entrustment or loaning of a "motorized vehicle" by an "insured" to any person; or
- d. an "insured's" negligent supervision of or failure to supervise any person with respect to a "motorized vehicle".

Except as stated in the following paragraph, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence" or would have been covered but for the exhaustion of its "limits".

Regardless of the terms of the "underlying insurance", this Personal Umbrella Liability Coverage does not provide automobile no fault or any similar coverage, uninsured motorists coverage or underinsured motorists coverage or any similar coverage, or automobile medical expense, automobile medical payments, or any similar coverage.

16. "bodily injury" or "property damage" arising out of:
- a. the ownership of a "watercraft" by an "insured" or the leasing or renting of a "watercraft" by an "insured" from another;
 - b. the operation, maintenance, use, occupancy, loading, or unloading of a "watercraft" by any person;
 - c. the entrustment or loaning of a "watercraft" by an "insured" to any person; or
 - d. an "insured's" negligent supervision of or failure to supervise any person with respect to a "watercraft".

Except as stated in the following paragraphs, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence" or would have been covered but for the exhaustion of its "limits".

Regardless of the terms of the "underlying insurance", this Personal Umbrella Liability Coverage does not apply to "bodily injury" or "property damage" arising out of the use of "watercraft" in or in the practice or the preparation for any prearranged or organized racing, speed, or stunt activities or contests. This does not apply to "watercraft" used in predicted log cruises or to sailing vessels.

Regardless of the terms of the "underlying insurance", this Personal Umbrella Liability Coverage does not provide uninsured boaters coverage or underinsured boaters coverage or any similar coverage, or boaters medical expense, boaters medical payments, or any similar coverage.

17. "bodily injury" or "property damage" for which an "insured" is vicariously liable if the "bodily injury" or "property damage" arises out of the actions of a child or minor with respect to:
- a. a "motorized vehicle"; or
 - b. "watercraft".

This applies whether or not such liability is imposed by law.

However, this exclusion does not apply to the extent that such liability is covered by "underlying insurance" at the time of the "occurrence" or would have been covered but for the exhaustion of its "limits".

18. "bodily injury" or "property damage" arising out of the use of a "motorized vehicle" in or in the practice or the preparation for a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest.
19. "bodily injury" or "property damage" caused directly or indirectly by:
- a. war, including undeclared or civil war;
 - b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Discharge of a nuclear weapon is deemed a warlike action even if it is accidental.

20. "bodily injury" or "property damage" arising out of an "occurrence" for which an "insured" is also an insured under a nuclear energy liability policy or would be an insured under a nuclear energy liability policy but for the exhaustion of its "limits". (A nuclear energy liability policy is a policy issued by Mutual Atomic Energy Liability Underwriters, Nuclear Energy Liability Insurance Association, or Nuclear Insurance Association of Canada or their successors.)
21. actual or alleged "bodily injury" that arises directly or indirectly out of the ingestion, inhalation, or absorption of lead in any form.
22. "bodily injury" to a person, including a "domestic employee", if:
- a. the "insured" has a workers' compensation policy covering the injury; or
 - b. benefits are payable or are required to be provided by an "insured" because of the existence, application, or enforcement of any provisions of any workers' compensation, non-occupational disability, occupational disease, or like law.
23. "personal injury" arising out of lead in any form.
24. "personal injury" arising out of an act committed by or directed by an "insured" who knew that the act would violate the rights of another and would result in "personal injury".
25. "personal injury" sustained by any person as a result of an offense directly or indirectly related to such person's employment by an "insured", or leasing by an "insured" under a contract or an agreement with a labor leasing firm.

26. "personal injury" arising out of oral or written publication, including electronic publication, of material that was first published before the effective date of this insurance.

27. "personal injury" arising out of oral or written publication, including electronic publication, of material by or at the direction of an "insured" who knew that the publication was false.

28. "personal injury" arising directly or indirectly, in whole or in part, from the actual, alleged, or threatened ingestion of, inhalation of, contact with, exposure to, existence of, presence of, or any activity of bacteria, "fungi", wet rot, or dry rot.

29. "personal injury" arising out of a criminal act committed by or directed by an "insured".

30. "personal injury" arising out of electronic chat rooms, bulletin boards, gripe sites, social networking sites, or other forums that an "insured" hosts, owns, or has the control or authority to update.

However, this exclusion does not apply to "personal injury" arising out of content posted by an "insured" or provided by an "insured" for posting by others to a web site, weblog, blog, or other electronic forum.

31. "property damage" to property owned by an "insured".

This exclusion also applies to cost or expense for measures performed on property owned by an "insured" to prevent:

- a. injury to a person; or
- b. damage to property of others;

on or away from an "insured premises", whether such cost or expense is incurred by an "insured" or others.

32. actual or alleged "property damage" that arises directly or indirectly out of any form of lead.

33. any liability of anyone who is an "insured" under this policy for "bodily injury" or "property damage" that is:

- a. expected by, directed by, or intended by any "insured";
- b. the result of a criminal act of any "insured"; or
- c. the result of an intentional and malicious act by or at the direction of any "insured".

There is no coverage for anyone who is an "insured" under this policy for any "bodily injury" or "property damage" arising out of any of the acts described in a., b., or c. above regardless of the theory of relief pursued, asserted, or claimed against the person or entity seeking coverage under this policy.

This exclusion applies even if the "bodily injury" or "property damage" that occurs is different than what was expected, directed, or intended or is suffered by persons, entities, or property not expected, directed, or intended.

However, this exclusion does not apply:

- a. to "bodily injury" or "property damage" that arises out of the use of reasonable force by an "insured" to protect people or property; or
- b. to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence" or would have been covered but for the exhaustion of its "limits".

34. liability under a contract or an agreement entered into by an "insured".

However, this exclusion does not apply to the extent that such liability is covered by "underlying insurance" at the time of the "occurrence" or offense or would have been covered but for the exhaustion of its "limits".

35. liability for any assessment levied by a homeowner, condominium, mobile-homeowner, or similar residential association.
36. any loss, cost, or expense arising out of any:
- request, demand, order, or statutory or regulatory requirement that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this exclusion does not apply to such loss, cost, or expense arising out of a "motorized vehicle", but only to the extent that the loss, cost, or expense is covered by "underlying insurance" at the time of the "occurrence" or would have been covered but for the exhaustion of its "limits".

37. any loss, cost, or expense arising out of any:
- request, demand, order, or statutory or regulatory requirement that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
 - claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
38. loss, cost, or expense arising out of any:
- request, demand, order, or statutory or regulatory requirement that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify,

neutralize, or in any way respond to or assess the effects of bacteria, "fungi", wet rot, or dry rot; or

- claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of bacteria, "fungi", wet rot, or dry rot.

39. sickness, disease, or death of a "domestic employee" unless a written notice is received by "us" within 36 months after the end of the policy period in which the injury occurred.

WHAT MUST BE DONE IN CASE OF LOSS

The following duties apply when there has been an "occurrence" or offense to which this insurance may apply. These duties must be performed by "you" or another "insured". "You" must assist "us" by seeing that they are performed.

"We" are not obligated to provide the Personal Umbrella Liability Coverage described in this policy if these duties are not performed.

- The "insured" must cooperate with the "underlying insurers" as required by the terms of their policies and comply with all terms and conditions of those policies.
- Written notice must be given to "us" or "our" agent as soon as is practical. The notice must state:
 - "your" name and the policy number;
 - reasonably available information regarding the time, location, and other details of the "occurrence" or offense; and
 - the names and addresses of all known potential claimants and witnesses.

3. **Volunteer Payments** -- Any:
- a. payments made;
 - b. rewards paid or offered; or
 - c. obligations or other costs assumed;
- by an "insured" will be at the "insured's" own cost.
4. **Cooperation** -- The "insured" must cooperate with "us" in the investigation, defense, or settlement of a claim or "suit".
5. **Notices, Demands, And Legal Papers** -- The "insured" must promptly give "us" copies of all notices, demands, and legal papers that relate to the "occurrence" or offense.
6. **Assistance With Claims And Suits** -- At "our" request, the "insured" must help "us":
- a. to settle a claim;
 - b. to enforce the right of recovery or indemnification against all parties who may be liable to an "insured";
 - c. to conduct "suits". This includes being at trials and hearings;
 - d. in the securing of and giving of evidence; and
 - e. in obtaining the attendance of all witnesses.

b. not excluded by this policy.

The Personal Umbrella Liability Coverage Aggregate Limit is equal to the Personal Umbrella Liability Coverage Limit.

The Personal Umbrella Liability Coverage Aggregate Limit applies separately to each consecutive 12-month period beginning with the inception date shown on the "declarations" for this Personal Umbrella Liability Coverage. It also applies separately to any remaining policy period of less than 12 months, unless the Personal Umbrella Liability Coverage was extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining "limits".

2. With respect to "bodily injury" and "property damage" to which this Personal Umbrella Liability Coverage applies, the Personal Umbrella Liability Coverage Limit shown on the "declarations" is the most "we" pay for loss for each "occurrence". This applies regardless of the number of:
- a. persons insured under this policy;
 - b. parties who sustain injury or damage;
 - c. claims made or "suits" brought;
 - d. vehicles, "watercraft", trailers, or semitrailers involved in an accident; or
 - e. policy periods involved.

All "bodily injury" and "property damage" arising out of any one accident or out of repeated exposures to similar conditions will be considered one "occurrence".

The Personal Umbrella Liability Coverage Limit is subject to the Personal Umbrella Liability Coverage Aggregate Limit as set forth in 1. above.

HOW MUCH WE PAY

1. The Personal Umbrella Liability Coverage Aggregate Limit is the most "we" pay for the sum of all damages for "bodily injury", "personal injury", and "property damage":
- a. subject to an aggregate "limit" in "underlying insurance"; and

3. With respect to "personal injury" to which this Personal Umbrella Liability Coverage applies, the Personal Umbrella Liability Coverage Limit shown on the "declarations" is the most "we" pay for all "personal injury" sustained by any one person or organization. This applies regardless of the number of:

- a. persons insured under this policy;
- b. claims made or "suits" brought; or
- c. offenses committed during the policy period.

The Personal Umbrella Liability Coverage Limit is subject to the Personal Umbrella Liability Coverage Aggregate Limit as set forth in 1. above.

4. The Personal Umbrella Liability Coverage provided by this policy applies separately to each "insured", but this does not increase the Personal Umbrella Liability Coverage Aggregate Limit or:

- a. with respect to "bodily injury" and "property damage" to which this Personal Umbrella Liability Coverage applies, the "limit" that applies for any one "occurrence"; and
- b. with respect to "personal injury" to which this Personal Umbrella Liability Coverage applies, the "limit" that applies to "personal injury" sustained by any one person or organization.

If there is no "underlying insurance" or valid and collectible insurance available to the "insured" with respect to an "occurrence" or offense to which the insurance provided by this policy applies, then this insurance will apply as excess over the Personal Umbrella Liability Coverage Retained Limit shown on the "declarations", except when:

- a. the "underlying insurer" is bankrupt or insolvent as stated below under item 3., Bankruptcy Of Underlying Insurer; or
- b. "you" fail to maintain "underlying insurance" as stated under Condition 7., Maintenance Of Underlying Insurance.

2. **Failure To Maintain Underlying Insurance**

-- If "you" fail to maintain "underlying insurance" as required by Condition 7., Maintenance Of Underlying Insurance, the insurance provided by this policy will not replace such "underlying insurance" but will apply as if the required "limits" of such "underlying insurance" were valid and collectible.

3. **Bankruptcy Of Underlying Insurer** -- In the event of bankruptcy or insolvency of any "underlying insurer", the insurance provided by this policy will not replace such "underlying insurance", but will apply as if the "limits" of such "underlying insurance" were valid and collectible.

CONDITIONS

EXCESS INSURANCE

1. **Other Insurance** -- The insurance provided by this policy is excess over "underlying insurance", whether or not valid and collectible, and any other valid and collectible insurance available to the "insured", except insurance that is specifically purchased by the "insured" as excess insurance over the insurance provided by this policy.

1. **Appeals** -- If an "insured" or "underlying insurer" elects not to appeal a judgment in excess of the "limit" of any "underlying insurance", "we" may elect to make such appeal. If "we" so elect, "we" will be liable, in addition to the applicable "limit", for all expenses "we" incur that pertain to such appeal.

2. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not:

- a. relieve "us" of "our" obligations under this policy; or
- b. make this policy primary in the event that such bankruptcy or insolvency results in the "insured" being unable to satisfy "underlying insurance" "limit" requirements or the Personal Umbrella Liability Coverage Retained Limit.

3. **Change, Modification, Or Waiver of Policy Terms**

- a. A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
- b. If "we" adopt a revision that broadens coverage under this edition of "our" policy without an additional premium, the broadened coverage will apply to "your" policy as of the date "we" adopt the revision in the state in which "your" mailing address shown on the "declarations" is located. This applies only to revisions adopted within 60 days prior to or during the policy period shown on the "declarations".

However, this does not apply to revisions adopted as part of an overall program revision that both broadens and restricts coverage, whether "we" bring about the program revision by introducing:

- 1) a subsequent edition of "our" policy; or
- 2) an endorsement that amends "our" policy.

4. **Conformity With Statute** -- "Terms" in conflict with the laws of the state in which "your" mailing address shown on the "declarations" is located are changed to conform to such laws.

5. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An

inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

6. **Legal Action Against Us** -- No legal action may be brought against "us" unless:

- a. all the "terms" of this policy have been complied with; and
- b. the amount of the "insured's" liability has been fixed by:
 - 1) a final judgment against the "insured" as a result of a trial; or
 - 2) a written agreement of the "insured", the claimant, and "us".

No person has a right under this policy to join "us" or implead "us" in actions that are brought to fix the liability of an "insured".

7. **Maintenance Of Underlying Insurance** -- "You" must maintain the "underlying insurance" in full force and effect during the term of this policy.

If any "underlying insurance" is canceled or not renewed and not replaced or is at any time materially changed in "limits" or coverages, "you" must notify "us" within 30 days of the effective date of such cancellation, nonrenewal, or change. "We" will not be liable under this policy for more than "we" would have been liable if that "underlying insurance" had not been terminated or had been kept at its original "limits" or coverages.

Reduction or exhaustion of any aggregate "limit" in any "underlying insurance" by payments for judgments, settlements, or expenses for "occurrences" or offenses during the policy period of this policy will not be a failure to maintain "underlying insurance" in full force and effect.

No statement contained in this condition limits "our" right to cancel or not renew this policy.

8. **Misrepresentation, Concealment, Or Fraud** -- "We" do not provide coverage for any "insured" if, before or after a loss:

- a. an "insured" has willfully concealed or misrepresented a material fact or circumstance that relates to this insurance or the subject thereof; or
- b. there has been fraudulent conduct or false swearing by an "insured" with regard to a matter that relates to this insurance or the subject thereof.

This applies even with respect to an "insured" who was not involved in the concealment, misrepresentation, fraudulent conduct, or false swearing.

9. **Policy Period** -- The policy period is shown on the "declarations".

10. **Subrogation** -- If "we" pay for a loss, "we" may require that the "insured" assign to "us" the right of recovery up to the amount "we" pay. "We" are not liable for a loss if, after the loss, an "insured" impairs "our" right to recover against others. An "insured" may waive his or her right to recover, in writing, and before a loss occurs, without affecting coverage.

In the event that "we" require such an assignment, the "insured" must:

- a. sign and give to "us" all related documents; and
- b. cooperate with "us".

11. **Transfer Of Your Rights And Duties Under This Policy** -- "Your" rights and duties under this policy may not be transferred without "our" written consent except in the case of "your" death.

The "terms" in a. and b. below apply if a person named as the insured on the "declarations" dies.

a. The deceased person's rights and duties will be transferred to:

- 1) the surviving spouse, if a resident of the deceased person's household at the time of death;
- 2) the legal representative of the deceased person, but only:

- a) with respect to property of the deceased person that is covered by this policy at the time of death; and
- b) while acting within the scope of duties as the deceased person's legal representative; or

- 3) anyone having proper, temporary custody of property of the deceased person that is covered by this policy at the time of death, but only with respect to such property and only until the deceased person's legal representative is appointed and qualified.

- b. "Insured" includes an "insured" who is a member of the deceased person's household at the time of the deceased person's death, but only while a resident of an "insured premises" normally occupied by the household of the deceased person.