



THIS POLICY IS NOT COMPLETE WITHOUT A DECLARATIONS PAGE.

RLI Insurance Company

Peoria, Illinois 61615

A Stock Insurance Company

Personal Umbrella Liability Policy

POLICY PROVISIONS

RLI Insurance Company provides the insurance described in this policy. You agree to pay the premium and comply with your responsibilities in the policy.

PART I – DEFINITIONS

In this policy, the words you, your, or yours mean the person(s) named in the Declarations as the Named Insured and his or her **Spouse**. The words we, us, our, or ours mean RLI Insurance Company. Also, in this policy, the word:

A. Automobile means:

1. A car, van, pickup truck, motorcycle, moped or motor home; or
2. A trailer, farm wagon or hay rack while towed by any motorized vehicle listed in 1. above.

B. Basic Policy or **Basic Policies** means the type of policy or policies listed in the Declarations that provide primary liability coverage, which you and your **Relative** are required to have throughout the entire **Policy Period**. **Basic Policy** or **Basic Policies** does not include any commercial, business or general liability policy, or any commercial or business premises policy.

C. Bodily Injury means bodily harm, sickness or disease sustained by a person, including death. **Bodily Injury** does not include emotional distress or mental anguish absent a physical injury sustained by that person.

D. Business means any trade, occupation, profession, employment, commercial operation, including farming and ranching, whether done on a full-time, part-time, temporary or supplemental basis.

E. Business Property means property or any part of the property on which a **Business** is operated, including farms and ranches, whether or not such property is occupied or in use. **Business Property** also means residential property rented, or held for rental, to others.

F. Injury means **Bodily Injury**, **Personal Injury** or **Property Damage**.

G. Insured means any person or entity that qualifies for coverage under **PART II – WHO IS COVERED**.

H. Insured Location means a residential:

1. single or multi-unit dwelling with a maximum of four units;
2. condominium unit;
3. townhouse; or
4. one to two family mobile home

that you own, reside in full or part time, or that is owned by your trust or a limited liability company of which you are a member. **Insured Location** includes structures ancillary to H.1. through 4. above, except those structures commonly owned by you and anyone who is not an **Insured**.

I. Occurrence means:

1. An accident, including continuous or repeated exposure to the same general harmful conditions, that results in **Bodily Injury** or **Property Damage**.
2. An offense, including continuous or repeated exposure to the same general harmful conditions, that results in **Personal Injury**.

J. Personal Injury means damages arising out of the following offenses:

1. Libel, slander, or defamation of character;
2. False arrest, false detention or imprisonment, or malicious prosecution; or
3. a. Wrongful eviction from,
b. Wrongful entry into, or
c. Invasion of the right of private occupancy of

a room, dwelling or premises that a person occupies, committed by or on behalf of an **Insured** who owns, or is the landlord or lessor of, such room, dwelling or premises.

K. **Policy Period** means the effective dates of the policy as shown in the Declarations.

L. **Policy Territory** means anywhere in the world, provided **Suit** must be brought in the United States of America, including its territories and possessions, Puerto Rico or Canada.

M. **Property Damage** means direct physical damage to tangible property as well as loss of use of physically damaged tangible property. **Property Damage** does not include diminution in value or loss of market value.

N. **Punitive or Exemplary Damages** means damages imposed to punish a wrongdoer or deter others from similar conduct. **Punitive or Exemplary Damages** includes aggravated damages or damages on an increased or multiplied scale awarded to an injured party in addition to compensatory damages.

O. **Recreational Vehicle** means a motorized vehicle for use on land that is not an **Automobile** and:

1. does not require motor vehicle registration or operator licensing;
2. is not intended for use on public highways or roads; or
3. is one of the following:
 - a. snowmobile;
 - b. all-terrain vehicle;
 - c. motorized dirt bike;
 - d. golf cart;
 - e. personal transporter;
 - f. electric scooter;
 - g. motorized bicycle; or
 - h. motorized farm, garden, ranch, and maintenance equipment, modified or unmodified, capable of speed that does not exceed twenty-five (25) mph under any circumstances.

P. **Relative** means a person who resides with you on a full-time basis and:

1. is related to you by blood, marriage, civil union, or adoption;
2. for whom you, or a person qualifying as a **Relative** under 1., are a legal custodian or legal guardian; or
3. is a minor who is in your care, or the care of a person qualifying as a **Relative** under 1.

The following will be considered residing with you on a full-time basis: your child for whom you have joint or shared custody; or a student under the age of 26 temporarily residing away from you while enrolled full-time, as defined by the school they are attending, and qualifying under 1. or 2.

Q. **Spouse** is an individual married to the Named Insured, or who is a party to a civil union or in a domestic partnership with the Named Insured pursuant to applicable law in the state listed as the Named Insured's address on the Declarations, and who lives in the same household as the Named Insured on a full-time basis.

R. **Suit** means a civil proceeding alleging damages because of **Injury** to which this insurance applies.

S. **Unmanned Aircraft** means an aircraft that is not controlled directly by a person from within or on the aircraft, is not used for or designed to carry people or cargo, and includes drones and model or hobby aircraft.

T. **Watercraft** means a boat or craft that is designed for use on water.

U. **Weapon** means instruments of any kind that can be or are utilized in an offensive or defensive nature, including any firearm, baton, bow, crossbow, arrow, knife, explosive device, mace, stun gun, taser or sword.

PART II – WHO IS COVERED

A. For **Occurrences** that do not involve **Automobiles**, **Recreational Vehicles** or **Watercraft**:

1. You and your **Relatives** are covered.
2. Any person liable for your or a **Relative's** animals is covered if:
 - a. the **Occurrence** arises out of the custody of the animal by that person;
 - b. their custody of such animal is with your or a **Relative's** consent; and
 - c. the custody is not in the course of any **Business** of such person.



However, if such person is not covered by a valid and collectible **Basic Policy** for **Occurrences** involving your or a **Relative's** animals for the Required Minimum Limits of Coverage listed in the Declarations then they are not covered under this policy.

3. A trust or limited liability company is covered if covered for such **Occurrence** under your **Basic Policy** for the Required Minimum Limits of Coverage listed in the Declarations.

However, if such trust or limited liability company is not covered by your **Basic Policy** for such **Occurrence** for the Required Minimum Limits of Coverage listed in the Declarations then they are not covered under this policy.

B. For Occurrences involving Automobiles, Recreational Vehicles or Watercraft:

1. You are covered for any **Automobile, Recreational Vehicle or Watercraft** you own, lease, borrow, rent, or use.
2. Any other person while operating an **Automobile, Recreational Vehicle or Watercraft** owned or leased solely by you, or an **Automobile** you use as a temporary substitute for an inoperable **Automobile** you own or lease, is covered if that person:
 - a. operates it with your express permission; and
 - b. uses it for the purpose you intended.

However, if such person is not covered by a valid and collectible **Basic Policy** for such **Occurrences** for the Required Minimum Limits of Coverage listed in the Declarations then they are not covered under this policy.

3. Your **Relatives** are covered for any:
 - a. **Automobile, Recreational Vehicle or Watercraft** they own, lease or rent;
 - b. **Automobile, Recreational Vehicle or Watercraft** they borrow if:
 - (i) they use it with the owner's express permission; and
 - (ii) their use is for the purpose intended by the owner; or
 - c. **Automobile** they use as a temporary substitute for an inoperable **Automobile** they own or lease;

4. Any other person while operating an **Automobile, Recreational Vehicle or Watercraft** owned or leased solely by your **Relative** is covered if that person:

- a. operates it with that **Relative's** express permission; and
- b. uses it for the purpose intended by that **Relative**.

However, if such person is not covered by a valid and collectible **Basic Policy** for such **Occurrences** for the Required Minimum Limits of Coverage listed in the Declarations then they are not covered under this policy.

5. A trust is covered if covered for such **Occurrences** by your **Basic Policy** for the Required Minimum Limits of Coverage as stated in the Declarations.

However, if such trust is not covered by your **Basic Policy** for such **Occurrences** for the Required Minimum Limits of Coverage listed in the Declarations then they are not covered under this policy.

6. With the exception of an **Automobile, Recreational Vehicle or Watercraft** owned by you or your **Relatives**, there is no coverage under paragraph B. 1. through 5. for:
 - a. the owner of a leased, rented or borrowed **Automobile, Recreational Vehicle or Watercraft**, or the owner's agents, contractors or employees;
 - b. any person or trust involved in **Automobile, Recreational Vehicle or Watercraft** sales, service, garage or parking **Business**, or their agents, contractors or employees; or
 - c. anyone else who uses an **Automobile, Recreational Vehicle or Watercraft** you or your **Relatives** rent or borrow.

PART III – WHAT WE WILL DO

- A. We will pay an amount that an **Insured** is legally liable to pay as damages for **Injury** due to an **Occurrence** to which this insurance applies that takes place during the **Policy Period** and in the **Policy Territory**. This insurance applies as excess insurance over and above the greater of:
 1. the Required Minimum Limit of Coverage for the applicable **Basic Policies** as stated in the Declarations; or
 2. the actual limit of coverage provided by the applicable **Basic Policies** if such actual limit is greater than the applicable Required Minimum Limit of Coverage as stated in the Declarations.

B. If any **Insured** is covered for an **Occurrence** to which this policy applies, but such **Occurrence** is not covered by the insurance provided under the **Basic Policies** for reasons other than those set forth in **PART IV – REQUIRED BASIC POLICIES – CONDITIONS**:

1. We have the right and duty to defend such **Insured** against a **Suit** seeking payment from them because of an **Occurrence**. We will pay the cost of this defense in addition to the Limit of Coverage.
2. We will pay the premium for appeal bonds in addition to the Limit of Coverage if incurred at our request.
3. Payment of interest under this policy is limited to interest accruing after entry of judgment that an **Insured** is obligated to pay for an **Occurrence** to which this insurance applies. We will only pay interest on that portion of the judgment that exceeds the Required Minimum Limit of Liability as stated in the Declarations or the actual Limit of Coverage provided by the **Basic Policies**, whichever is greater. Any interest payable under this policy is included within our Limit of Coverage, reduces our Limit of Coverage and the Fire, **Weapon** and **Unmanned Aircraft** Aggregate Limit if applicable, and does not exceed our Limit of Coverage. We will not pay any interest under this policy if we have not been given notice pursuant to **Part VII A.** of this policy.
4. Any duty we have to defend, and any obligation we have to pay defense costs, expenses or interest, under this section B. ends when the amount we pay or offer to pay for any or all **Injury** equals our Limit of Coverage.

PART IV – REQUIRED BASIC POLICIES – CONDITIONS

- A. All required **Basic Policies** must be obtained and maintained during the entire **Policy Period**, including on the date of the **Occurrence**, for the Required Minimum Limits of Coverage listed in the Declarations.
- B. You and your **Relatives** must comply with the conditions in the **Basic Policies**. If the **Basic Policies** do not provide coverage for an **Occurrence** due to failure to comply with conditions in those **Basic Policies**, this policy also will not provide coverage for that **Occurrence**.
- C. If any of the required **Basic Policies**:
1. are not obtained or maintained;
 2. are cancelled, terminated or rescinded;

3. are carried with a limit less than the applicable Required Minimum Limits of Coverage listed in the Declarations;
4. are subject to a sublimit that is less than the applicable Required Minimum Limits of Coverage listed in the Declarations;
5. do not provide coverage for an **Automobile** that is involved in an **Occurrence**;
6. do not provide coverage for a **Recreational Vehicle** or **Watercraft** that you or your **Relative** own that is involved in an **Occurrence**;
7. are reduced or exhausted by the payment of prior losses under the **Basic Policies**, including payment of **Punitive** or **Exemplary Damages**; or
8. do not insure your **Relatives**, or cover your **Relatives** in an amount less than the applicable Required Minimum Limits of Coverage listed in the Declarations;

there is no coverage under this policy unless the full Required Minimum Limit of Coverage listed in the Declarations has been paid for such **Occurrence**.

- D. For any **Basic Policies** referenced in C.1. through C.8. above, or in the event that any **Basic Policy** limit is tendered without a full release of all claims asserted, we will not be responsible, nor will we pay for, any defense, investigation, negotiation, legal fees, court costs, interest, or any similar fees or costs. We do, however, have the right to participate in the defense or investigation of any such matter if we choose.

- E. If any insurance company providing any **Basic Policy** becomes unable to pay because it is insolvent, we will only pay, subject to this policy's Limit of Coverage, to the extent that the amount for **Injury** exceeds the applicable Required Minimum Limits of Coverage listed in the Declarations.

PART V – WHAT IS NOT COVERED – EXCLUSIONS

This policy does not provide coverage for:

- A. **Injury** arising out of, caused by, resulting from, or in any way connected with:
1. **Business**;
 2. **Business Property**; or
 3. activities related to **Business** or **Business Property**;



unless arising out of or connected with an **Insured Location**, and only if the **Injury** is covered by a valid and collectible **Basic Policy** for the Required Minimum Limits of Coverage listed in the Declarations.

This Exclusion does not apply to **Injury** arising out of, caused by, resulting from, or in any way connected with non-commercial activities occurring on a farm or ranch that you do not rent.

- B. **Injury** arising out of, caused by, resulting from, or in any way connected with the rendering or failure to render a professional service of any nature.
- C. **Injury** arising out of, caused by, resulting from, or in any way connected with activities as: an officer or director of any organization or corporation, or member of a board of directors or advisory board, unless that organization or corporation is not formed for profit, or the board serves a not for profit organization, and the **Occurrence** is covered by either:
 - 1. a valid and collectible **Basic Policy** for the Required Minimum Limits of Coverage listed in the Declarations; or
 - 2. other valid and collectible primary insurance equal to the Personal Liability Required Limit of Coverage listed in the Declarations.
- D. **Injury** arising out of, caused by, resulting from, or in any way connected with the **Business** use of an **Automobile**, **Recreational Vehicle** or **Watercraft** unless that use is by you or your **Relative** and only if the **Occurrence** is covered by a valid and collectible **Basic Policy** for the Required Minimum Limits of Coverage listed in the Declarations. However, there is no coverage for any **Injury** to which Exclusion E., F. or G. apply regardless of whether such **Injury** is covered by a **Basic Policy**.
- E. **Injury** arising out of, caused by, resulting from, or in any way connected with the use of an **Automobile**, **Recreational Vehicle** or **Watercraft** while it is:
 - 1. used to carry or transport a person for a fee;
 - 2. used to carry or transport property for a fee;
 - 3. used to deliver food or other items for a fee;
 - 4. rented or leased to another;
 - 5. used for **Ride-Sharing**; or
 - 6. operated, maintained, enrolled in or used, as part of a **Vehicle Sharing Program**.

Ride-Sharing means the use of any **Automobile** by any **Insured** in connection with a **Transportation Network Company** from the time an **Insured** logs on or signs in to any computer, electronic device or digital application or platform that connects or matches a driver(s) with passenger(s) until the time the **Insured** logs out or signs off, including while en route to pick up a passenger(s) and while transporting a passenger(s).

Transportation Network Company means a company or organization facilitating or providing transportation services using a computer, electronic device or digital application or platform to connect or match passengers with drivers for compensation or a fee.

Vehicle Sharing Program means an individual, business, organization, network, service or group facilitating the sharing of an **Automobile** owned or leased by you or your **Relative**.

This Exclusion does not apply to a share-the-expense car pool.

- F. **Injury** arising out of, caused by, resulting from, or in any way connected with the use of any motorized vehicle while hauling or towing any equipment to be used for **Business** related activities or in connection with **Business Property**. This Exclusion does not apply to hauling or towing a trailer, farm wagon or hay rack in connection with your farm or ranch if the **Occurrence** is covered by a valid and collectible **Basic Policy** for the Required Minimum Limits of Coverage listed in the Declarations.
- G. **Injury** arising out of, caused by, resulting from, or in any way connected with the use of any **Automobile** that is subject to state or federal regulation as a commercial motor vehicle and requires the operator to have a Commercial Drivers License (CDL).
- H. **Injury** arising out of, caused by, resulting from, or in any way connected with the ownership, maintenance or use of any **Automobile** that is owned or leased by more than one person or entity. This Exclusion does not apply to you or a **Relative**.
- I. **Injury** arising out of, caused by, resulting from, or in any way connected with any planned, organized or impromptu racing, speed activity or contest, or stunt or demolition activity, involving an **Automobile**, **Recreational Vehicle** or **Watercraft**, including any training or practicing for any of these, or the use of an **Automobile** on a track designed or used for racing. This Exclusion does not apply to an insured **Watercraft** operated by sail.
- J. **Injury** arising out of, caused by, resulting from, or in any way connected with the ownership, maintenance, operation, boarding of or debarking from any **Watercraft** that

exceeds forty-five (45) feet in length, including any extensions to the hull, or any **Watercraft** modified or unmodified that is:

1. powered by any engine(s) with a total combined horsepower rating that exceeds three hundred (300); and
2. capable of speed in excess of fifty (50) miles per hour under any circumstances.

This Exclusion does not apply to jet skis, wave runners, or similar personal **Watercraft**.

- K. **Injury** arising out of, caused by, resulting from, or in any way connected with, the ownership, maintenance, operation, use, entrustment, loading or unloading of any aircraft by, or on behalf of, any **Insured**. An aircraft means any contrivance used or designed for flight, except **Unmanned Aircraft**.
- L. No-fault benefits, uninsured motorist or underinsured motorist benefits or any other first party benefits.
- M. Any obligations under a worker's compensation, occupational disease, unemployment compensation, disability benefits law, or any similar law.
- N. Any claim or **Suit** that is:
1. Brought by or on behalf of any **Insured** against any other **Insured**; or
 2. Brought by or on behalf of any person who lived in your household during the **Policy Period** against any other **Insured**.

This Exclusion does not apply to a claim or **Suit** brought by a passenger, unless that passenger is a Named **Insured** or **Relative**.

- O. **Injury** arising out of, caused by, resulting from, or in any way connected with discrimination, including on the grounds of race, gender, color, national origin, age, creed, disability, sexual orientation or preference, or as a whistleblower, or allegations involving any of these.
- P. **Bodily Injury** or **Property Damage** arising out of, caused by, resulting from, or in any way connected with an intentional or purposeful act by any **Insured**, regardless of whether or not that **Bodily Injury** or **Property Damage** was expected or intended. The intentional or purposeful act by any **Insured** precludes coverage for every **Insured**. This Exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force by you or your **Relatives** to protect persons or property.

Q. **Injury** arising out of, caused by, resulting from, or in any way connected with any activity for which any criminal charge is brought against any **Insured**, unless the criminal charge arises out of the use of an **Automobile** by you or your **Relative**. This Exclusion does not apply to statutory liability for ownership of an **Automobile** that may be imposed on you or your **Relative**.

R. **Injury** arising out of, relating to, caused by, resulting from, or in any way connected with any physical abuse, corporal punishment, verbal abuse, cyber bullying, elder abuse, sexual abuse, sexual molestation, sexual harassment, harassment or assault, whether actual, alleged or threatened. This Exclusion applies to **Injury** arising out of, relating to, caused by, resulting from, or in any way connected with any **Insured's** act or failure to act. Such act or failure to act by any **Insured** precludes coverage for every **Insured**.

S. **Punitive or Exemplary Damages**, fines, penalties or attorney fees.

T. **Injury** or damages directly or indirectly arising out of, relating to, caused by, resulting from, or in any way connected to a cyberattack, hacking, ransomware, malware, virus, self-replicating code, or any other accessing, disclosing, taking or use of **Electronic Data**, including any loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **Electronic Data**.

Electronic Data means any information, facts or programs created, stored or saved in or on any electronic device, software, system, application, database, cloud or media used for digital storage, including servers, hard or flash drives, hard or floppy disks, CD-ROMS, tapes or cells.

U. **Injury** directly or indirectly arising out of, relating to, caused by, resulting from, or in any way connected with war, including the following and any consequences of any of the following:

1. Undeclared war, civil war, insurrection, rebellion or revolution;
2. Warlike act by a military force or military personnel, including discharge of a nuclear weapon even if accidental;
3. Destruction, seizure or use for a military purpose; or
4. Cyberattack, cyber war or any form of electronic warfare.

V. **Injury** directly or indirectly arising out of, relating to, caused by, resulting from, or in any way connected with the transmission of a communicable disease from any source.



W. **Injury** arising out of, relating to, caused by, resulting from, or in any way connected with:

1. The entrustment of real or personal property, including any **Automobile**, **Recreational Vehicle** or **Watercraft** by any **Insured** to any person;
2. The giving or serving of any alcoholic beverage;
3. The use of any pool or trampoline;
4. **Personal Injury** or **Bodily Injury** to an **Insured's** employee who performs duties at the **Insured Location**, including household or domestic services;
5. The negligent hiring, supervision, training or retention of any person by any **Insured**;
6. The negligent supervision, training or retention of any animal by any **Insured**;
7. The ownership or entrustment of any animal by any **Insured**;
8. Broadcasting, communicating, posting, publishing, searching, accessing or telecasting through the internet or an intranet. This includes all electronic communications sent via computer, mobile device, telephone, satellite or any other electronic device;
9. Any liability statutorily imposed on any **Insured**, except statutory liability for ownership of an **Automobile** that may be imposed on you or your **Relative**;
10. Any liability assumed through an unwritten or written agreement by any **Insured**;
11. The use or entrustment of any **Weapon**, regardless of who owns, controls, or uses the **Weapon**; or
12. The use of any **Unmanned Aircraft**;

unless the **Occurrence** also is covered by a valid and collectible **Basic Policy** for the Required Minimum Limits of Coverage listed in the Declarations.

X. **Property Damage** to property that you or a **Relative** owns, rents, occupies or uses, or that is in your or a **Relative's** care, custody or control. This Exclusion does not apply to **Property Damage** caused by fire, smoke or explosion.

Y. **Injury** arising out of, relating to, caused by, resulting from, or in any way connected with premises sold, abandoned or given away by any **Insured**, whether residential or commercial.

Z. Any assessment imposed or levied against any **Insured** by an association, community, organization or group of property owners.

AA. **Injury** arising out of, relating to, caused by, resulting from, or in any way connected with the ingestion, inhalation or absorption of, or exposure to, lead.

BB. Actual or alleged **Injury** directly or indirectly, in whole or part, arising out of, relating to, caused by, resulting from, or in any way connected with:

- a. the actual, alleged or threat of, exposure to, inhalation of, ingestion of, contact with, absorption, existence or presence of, any **Fungi**, bacteria or virus; or
- b. removal or abatement of any **Fungi**, bacteria or virus.

This Exclusion applies regardless of whether any other cause, event, material, product or condition, including but not limited to water damage or water intrusion, contributed concurrently or in any sequence to any loss, demand, claim, cost, expense, **Suit**, **Injury** or liability.

Fungi means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

CC. **Injury** arising out of, relating to, caused by, resulting from, or in any way connected with:

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to **Pollutants**;
2. Any loss, cost or expense related to any:
 - a. Request, demand or order that you or anyone else test for, monitor, cleanup, remove, abate, remediate, contain, treat, detoxify or neutralize, in any way respond to, or assess the effects of **Pollutants**;
 - b. Claim or **Suit** for damages because of diminution in value, loss of market value, loss of use, testing for, monitoring, cleaning up, removing, abating, remediating, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**; or
 - c. Investigation or defense in any way connected with an alleged **Injury** or to any of the above.

However, this Exclusion does not apply to:

- (1) **Injury** arising out of heat, smoke or fumes from a fire; or
- (2) **Injury** if sustained within a building and caused by smoke, fumes, vapors or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Pollutants means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, vapor, soot, airborne fibers, fumes, acids, alkalis, chemicals; toxins derived from but not limited to mold, fungus, or decay; and waste derived from any source, including but not limited to petroleum derivative products, which contaminate, pollute and/or defile any physical substance or matter. Waste includes materials to be recycled, reconditioned or reclaimed.

DD. Any **Injury** arising out of, relating to, caused by, resulting from, or in any way connected with nuclear energy or radiation if the loss is covered, or should have been covered, except for exhaustion of coverage limits by a nuclear energy liability policy.

EE. **Personal Injury** arising out of, relating to, caused by, resulting from, or in any way connected with any offense that first took place before the beginning of the **Policy Period**.

PART VI – LIMIT OF INSURANCE

- A. The most we will pay for **Injury** because of an **Occurrence** covered under this policy is stated as the each **Occurrence** Limit of Coverage on the Declarations.
- B. The Fire, **Weapon** and **Unmanned Aircraft** Aggregate Limit is the most we will pay regardless of the number of:
 1. **Insureds**;
 2. **Occurrences**;
 3. claims;
 4. **Suits**; or
 5. persons or organizations making claims or bringing **Suits**

arising out of, relating to, caused by, resulting from, or in any way connected with, in whole or in part, any fire, or the entrustment, use, misuse or discharge of any **Weapon** or **Unmanned Aircraft** by anyone.

- C. This insurance applies separately to each **Insured**, but does not increase our Limit of Coverage for each **Occurrence** nor the Fire, **Weapon** and **Unmanned Aircraft** Aggregate Limit on the Declarations.
- D. If any other policy issued to you by us applies to the same **Occurrence**, the most we will pay for such **Occurrence** is the highest Limit of Insurance available under one policy.

PART VII – OTHER CONDITIONS

A. *Duties in the Event of Occurrence, Offense, Claim or Suit.*

You, any **Insured** or any person requesting coverage must do the following:

1. Notify us as soon as possible of the date and facts relating to any event, **Occurrence** or **Injury**, that is likely to involve this policy;
2. Immediately notify us of any **Suit** and provide us with any **Suit** papers and related documents received regarding an **Occurrence** or **Injury**;
3. Cooperate with us at all times regarding:
 - a. investigation and settlement of claims;
 - b. location of witnesses;
 - c. preservation of evidence;
 - d. discovery;
 - e. attendance at depositions, hearings and trials; and
 - f. enforcement of your rights against others.
4. Submit to examinations under oath or signed answers to written questions as often as we reasonably request regarding any matter relating to the policy or **Occurrence**. We may examine you separately and apart from your **Spouse**, any other **Insured** or any person requesting coverage under this policy. At our request, an **Insured** or any person requesting coverage must provide relevant records and documents and permit us to make copies as often as we reasonably require;
5. Assist us generally in the investigation of claims and preparation of any defense of the claims brought against you or them. Such assistance may include any appeal of a judgment to a higher court, even if the companies who write the **Basic Policies** are not willing to participate with us; and
6. Act to protect any right you or they may have to recover from others. These rights will become ours up to the amount of the loss we have paid.



- B. *Assignment.* No **Insured** may assign or give any right or interest in regard to the policy without our written consent.
- C. *Legal Action Against Us.* No legal action shall be brought against us unless the **Insured** has fully complied with all terms of this policy. In addition, no legal action shall be brought against us until the amount of the **Insured's** obligation to pay has been finally determined. The **Insured's** obligation to pay must be finally determined either by judgment against the **Insured** after actual trial and exhaustion of appeals or by written agreement between us, the **Insured** and the claimant. Notwithstanding any other provision of this Condition, in the event we disclaim coverage for an **Insured** for any claim or "suit", no action shall be commenced against us more than two (2) years after the earliest date on which any letter disclaiming coverage was mailed, including by U.S. mail, overnight mail, or email, by us to the **Insured**.
- D. *Our Right to Recover Payment.* If we make any payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we shall be subrogated to that right. You must do nothing after a loss to prejudice that right. However, our right to recover is subordinate to an **Insured's** right to be compensated fully.
- E. *Changes.* This policy may only be changed by written endorsement issued by us.
- F. *Conform to Law.* If this policy conflicts with state or local laws then it is changed to conform.
- G. *Bankruptcy and Death.* Bankruptcy, insolvency, or death of an **Insured** will not affect this coverage. If an **Insured** becomes bankrupt, insolvent, or dies, their legal representatives will be covered during this **Policy Period**.
- H. *Other Insurance.* There may be other collectible insurance, in addition to the **Basic Policies**, covering a claim or **Suit** that also is covered by this policy. If this occurs, the other insurance must be paid first, and then this policy will respond in excess of, and not contribute with, the other insurance.

This insurance does not apply until after exhaustion of all other collectible insurance or other protection available for the claim or **Suit** covered by this policy, including **Basic Policies**, personal or commercial automobile insurance, employer's insurance, errors and omissions insurance, personal liability insurance, or any other protection or indemnification, whether primary, excess or contingent.

This Condition applies, but is not limited, to insurance available to any **Insured**, including as an additional insured under any primary and excess policies.

I. *Cancellation.*

1. You may cancel this policy by mailing or delivering to us, advance notice of the date you wish it to be cancelled with your signature. Your premium refund, if any, will be calculated to include a 10% charge for early cancellation.
2. We may cancel by mailing to you, at the last mailing address known to us, written notice stating when cancellation will be effective. If we cancel due to your failure to discharge when due any of your obligations in connection with the payment of premium for this policy or any installment payment, whether payable directly to us or indirectly under any premium finance plan or extension of credit, written notice of cancellation must be mailed at least ten (10) days before the effective date of cancellation. However, if we cancel for any reason other than nonpayment of premium, written notice of cancellation must be mailed at least thirty (30) days before the effective date of cancellation. Your premium refund, if any, will be pro rata. Proof of mailing of notice as mentioned above shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**.

J. *Nonrenewal.* If we elect not to renew this policy, we shall mail to you at the last address known to us, written notice of nonrenewal not less than thirty (30) days before the end of the **Policy Period** as stated in the Declarations. Proof of mailing such notice shall be sufficient proof of notice. Regardless, this policy will terminate at the end of the **Policy Period** as stated in the Declarations:

1. If you have failed to discharge when due any of your obligations in connection with the payment of premium for the renewal of this policy; or
2. If you have notified us that you do not wish this policy to be renewed.

K. *Concealment – Misrepresentation.* All insurance provided by this policy is void if you or any **Insured** conceal or misrepresent any material fact or circumstance relating to this insurance at any time.

L. *No Voluntary Payment.* No **Insured** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.