

David A Basile
217 BEDELL ST
WEST BABYLON, NY 11704
NYU2435 442611



3/11/2024

Privacy Policy/Opt-Out

About this notice

We are committed to protecting your privacy and earning your trust. This Privacy Policy ("notice") describes the personal information we collect about you and how we use and protect it. It applies to our current and former customers and others who live in your state. It replaces earlier versions that we may have given to you.

Summary

This section summarizes our privacy practices. For more detail, please read the entire notice.

- We gather information from you, your transactions with us, and outside sources.
- We use your information only to conduct our business and provide insurance to you.
- We will share your information with your selected agent or broker and companies that provide certain products or services you request through us.
- We will not share your information with other companies for their independent marketing purposes without your consent.
- You can limit our use of some of this information for marketing purposes.
- We limit access to your information and use safeguards to help protect it.
- You may review and correct your information.

What information do you collect about me?

We collect information about you to quote and service your insurance policy. This is called "**Nonpublic Personal Information**" or "**NPI**" if it identifies you and is not available to the public. Depending on the product, we collect it from some or all of the following sources. We have provided a few examples for each source, but not all may apply to you.

- **Application Information:** You provide this on your application, through your agent or broker, by phone, or online. We may also obtain it from directories and other outside sources. It includes your name, street and e-mail addresses, phone number, driver's license number, Social Security number, date of birth, gender, marital status, and type of vehicle. It also includes information about other drivers.
- **Consumer Report Information:** We obtain this from consumer reporting agencies. It includes your driving record, claims history with other insurers, and credit report information. The information is kept by the consumer reporting agencies and disclosed by them to others as permitted by law.
- **Health Information:** If you have an accident involving injuries, we obtain this from you, police reports, people involved in the accident, and health care providers. It includes facts about injuries and treatment, your physical or mental condition, medical history or medical claims history.
- **Transaction Information:** This is information about your transactions with us, our affiliates, or others. It includes your insurance coverages, limits and rates, and payment and claims history. It also includes information that we require for billing and payment.

We also may collect "**Website Information**" about you. This is unique to Internet activity. It may include how you linked to our website. It also may include your IP address and information about your device, time of visit, and what pages you visit on our website. When you visit our websites, we use cookies, web beacons, and other technology to collect information about you and your activities on our websites. We do this to provide services to you, enhance your online experience, and advertise our products and services. Some of our websites contain more information about our website privacy practices. Please read it when using the sites.

Who might get information about me from you?

We will share information about you only as permitted by law. We will not share your NPI with other companies for their independent marketing purposes without your consent. There is no need to "opt out" or tell us not to do this.

Disclosures include those that we feel are required to provide insurance claims or customer service, prevent fraud, perform research or comply with the law. Recipients include, for example, our family of companies, claims representatives, service providers, consumer reporting agencies, insurance agents and brokers, law enforcement, courts and government agencies. They may disclose the information to others as permitted

by law. For example, consumer reporting agencies may disclose Transaction Information received from us to other insurance companies with which you do business.

Where permitted by law, we may also disclose Application or Transaction Information to service providers that help us market our products.

Some products or services obtained through us will be provided by other companies. We may share your information with these companies. They will use the information as described in their privacy policies. These companies may share with us information about you and your transactions with them.

Can I limit use of my information for marketing?

We may share your NPI among our family of companies so they may offer products and services to you. You may limit some of this marketing by calling us at (844) 582-5040. Your choice will apply to all people listed on your policy.

How do you protect my information?

We restrict access to your information to our employees and others who we feel must use it to provide our products and services or otherwise run our business. Their use of the information is limited by law, our employee code of conduct, and written agreements where appropriate. We also maintain physical, electronic and procedural safeguards to protect your information.

How can I review and correct information you have about me?

To review information we have about you, send a written request to ASI Privacy Compliance, P.O. Box 33018, St. Petersburg, FL 33733-8018. You may also call us directly at (866) 274-8765. You must describe the kind of information you want to review and state that your request is in response to this notice. Include your full name, mailing address, and policy number (if applicable). Within 30 business days, we will describe what is available and how you may request corrections. We will also name anyone we show as having received the information within two years prior to your request. Finally, we will identify the companies that have provided Consumer Report Information about you.

You may review the information at our offices or receive a copy of it for a fee to cover our costs. We will not provide information that we feel is privileged, such as information about insurance claims or lawsuits.

To correct information about you, send a written request as described above, explaining your desired correction. Within 30 business days, we will either make the requested correction or tell you why we will not. We cannot correct Consumer Report Information, such as your credit report. To do this, you must contact the consumer reporting agency that provided it.

If we make your requested correction, we will notify you in writing. We will also notify anyone you name who may have received the information within the previous two years. If required by law, we will also notify others who may have given it to or received it from us. If we refuse to make the requested correction, you may file with us a concise written statement about why you object. That statement should include the information you think is correct. We will include your statement in your file. We will send it to the same persons to whom we would send a copy of any correction or change.

This notice is being provided on behalf of Progressive Home/ARX Holding Corp. and the following subsidiaries thereof:

This notice is from our family of insurance companies. As of the date of this Privacy Policy, this includes: American Strategic Insurance Corp., ASI Assurance Corp., ASI Home Insurance Corp., ASI Lloyds, ASI Preferred Insurance Corp., ASI Select Insurance Corp., ASI Select Auto Insurance Corp., ASI Services, Inc., ASI Underwriters, ASI Underwriters of Texas, Inc., Progressive Property Insurance Company, Sunshine Security Insurance Agency, Inc.

The Progressive Corporation owns ARX Holding Corp. For the privacy policy of other companies owned or controlled by the Progressive Corporation, visit progressive.com.

IMPORTANT NOTICE: FLOOD INSURANCE

Your homeowners or dwelling policy does not provide coverage for loss caused by flood or mudslide, which is defined, in part, by the National Flood Insurance Program as a general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters or from the unusual and rapid accumulation or runoff of surface waters from any source.

If you are required by your mortgage lender to have flood insurance on your property, or if you feel that your property is susceptible to flood damage, insurance covering damage from flood is available on most buildings and contents in participating communities through the National Flood Insurance Program.

Information about flood insurance and whether your community participates in the program can be obtained from your insurance company, agent/broker, or directly from the National Flood Insurance Program by calling 1-800-638-6620 or via their website at <http://www.floodsmart.gov>.

Notice of Exclusion – New York

Please note this policy contains an exclusion for bodily injury or property damage arising out of the ownership, maintenance or use of an auto while enrolled in a personal vehicle sharing program under the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone other than you or any family member. This exclusion does not apply to a share-the-expense carpool.

If you have any questions regarding this exclusion please contact your agent. For your convenience, your agent's contact information is located in the agent box on the first page of your Declaration Page.

PERSONAL UMBRELLA LIABILITY POLICY NOTIFICATION REQUIREMENT

This policy requires you to notify us or your agent in writing of any "occurrence" that may involve insurance provided under this policy. Further, you are required to notify us immediately in writing if a claim or suit is brought against an "insured".

This provision allows us to exercise our right to join, at our expense, with you or any insurer providing "underlying insurance" for the "occurrence". We may assist in the investigation, defense, or settlement of a claim or suit which may require payment under this policy.

Coverage may not apply to any "occurrence" in which you fail to notify us or your agent, as required by this policy.

All other provisions of the policy apply.

ASI SELECT INSURANCE CORP
P.O. Box 33018
St. Petersburg, FL 33733-8018



Renewal Premium Notice

DAVID A BASILE PATRICIA A MONTELEONE
217 BEDELL ST
WEST BABYLON, NY 11704

Agent ID: 442611
Progressive Sales
P.O. Box 23039
Saint Petersburg, FL 33742
(877) 415-1745

Policy Type: Umbrella
Policy Period: 03/24/2024
Policy Number: NYU2435
Property Address: 217 BEDELL ST
WEST BABYLON, NY 11704-5009

Notice Date: 01/23/2024

Dear Policyholder,

We are pleased to enclose a renewal offer for your policy. Please pay the amount shown below in order to continue coverage.

If you believe you have previously remitted payment, please contact your agent at (877) 415-1745 to verify that it has been posted to your account.

If the amount due is \$0.00, you may disregard this notice.

Thank you for allowing Progressive to serve your insurance needs. We appreciate your business!

Payor: DAVID A BASILE PATRICIA A MONTELEONE
217 BEDELL ST
WEST BABYLON, NY 11704

Make Checks Payable and Mail To:

ASI
P.O. Box 33018
St. Petersburg, FL 33733-8018

If you would like to pay online, please visit:
www.progressive.com/manage-policy

DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT TO ASI IN ENVELOPE PROVIDED

Payment Choices Available:

Full Pay: \$733.00



Policy Number	NYU2435
Insured	DAVID A BASILE PATRICIA A MONTELEONE
Agent	Progressive Sales
Total Amount Due:	\$733.00
Due Date:	03/24/2024

Print Date: 01/23/2024

ASI PUP RNP 06 21

This page is intentionally left blank.

Personal Umbrella Declarations Page

Agent:

Progressive Sales
P.O. Box 23039
Saint Petersburg, FL 33742

Agent Code: 442611

For Policy Service, Call: (877) 415-1745

Total Policy Premium: \$733

Policy Number: NYU2435

Plan Type: UMB

Policy Period: From: 03/24/2024 To: 03/24/2025

(At 12:01 AM Standard Time at the residence premises)

Effective Date of Transaction: 03/24/2024

Transaction Type: Renewal

Named Insured:

DAVID A BASILE PATRICIA A MONTELEONE
217 BEDELL ST
WEST BABYLON, NY 11704

Premises Location(s):

217 BEDELL ST , WEST BABYLON, NY 11704-5009
225 Bedell St, West Babylon, NY 11704

Coverage Limit: \$ 2,000,000

Coverages

	<u>Limit</u>	<u>Premium</u>
Liability Base Premium	\$2,000,000	\$250.00

Premium Charges

	<u>Premium</u>
Autos	\$0.00
Residential Properties (1-2 Family or vacant land)	\$30.00
Residential Properties (3-4 Family)	\$0.00
Desired Coverage Limit	\$290.88
Adults Aged 25 to 79	\$0.00
Under 25 with Clean Driving Records	\$0.00
Under 25 without Clean Driving Records	\$0.00
Licensed < 5 years	\$0.00
Moving Violations	\$0.00
At Fault Accidents	\$0.00
Increased Underlying Home and Auto Liability	\$0.00
Territory Factor	\$89.50
Swimming Pool/Spas	\$0.00
Autos/Motorcycles	\$78.00
Adults Aged 80 and Older	\$0.00
Major Violation	\$0.00
e-Policy Discount	(\$5.00)
TOTAL POLICY PREMIUM:	\$733.00

All Insureds:

Basile, David A.
Monteleone, Patricia A.

Policy Forms:

Amendment of Policy Provisions – New York
Auto Liability Following Form
Personal Umbrella Liability Policy

ASI PUP NY SP 04 16
ASI PUP ALF 05 17
DL 98 01 10 06

Additional Interest:



President

Required Retained Limits**All Automobiles, Motorcycles, Motorhomes, Mopeds, and All Road Licensed Vehicles:****Required Retained Limits** (Does not apply for Premises Only Liability policies)

\$250,000 / \$500,000 / \$100,000 or \$300,000 CSL for drivers age 25-79

\$500,000 / \$500,000 / \$500,000 or \$500,000 CSL for drivers 24 and younger or 80 and older

Comprehensive Personal Liability, Homeowners, or Farm Comprehensive Personal Liability:**Required Retained Limits**

\$300,000

Residential Rental Properties Covered Under the Dwelling Fire Policy for 1-4 Family Residences:**Required Retained Limits**

\$300,000

Personal Injury Coverage Endorsed to the Homeowners Policy (whenever available):**Required Retained Limits** (Does not apply for Premises Only Liability policies)

\$300,000

All Recreational Vehicles Including Golf Carts, Utility Vehicles, Trail Bikes or Other Vehicles Not Required to be Licensed:**Required Retained Limits** (Does not apply for Premises Only Liability policies)

\$250,000 / \$500,000 / \$100,000 or \$300,000 CSL

Watercraft:**Required Retained Limits** (Does not apply for Premises Only Liability policies)

\$250,000 / \$500,000 / \$100,000 or \$300,000 CSL

Detailed Schedule**Automobiles**

<u>Make</u>	<u>Model</u>
Ram	N/A
Ford	N/A
Cadillac	N/A
Buick	N/A

Motorcycles and Mopeds

<u>Make</u>	<u>Model</u>
N/A	N/A

Watercraft

<u>Make</u>	<u>Model</u>	<u>Length (ft)</u>	<u>MPH</u>
N/A	N/A	N/A	N/A

Golf Carts, Utility Vehicles or Recreational Vehicles

<u>Make</u>	<u>Model</u>
N/A	N/A

Motorhomes

<u>Make</u>	<u>Model</u>
N/A	N/A

Policyholder: DAVID A BASILE PATRICIA A MONTELEONE

Policy ID: NYU2435

Important Message(s):

1. **Failure to maintain the Required Retained Limits may prevent this policy from providing coverage.**
2. You must notify us of any change in your retained limits or coverage.
3. Your underlying property insurer must be listed on the Approved Carrier List. Please review this list with your agent.

Notes:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL UMBRELLA LIABILITY POLICY AMENDMENT OF POLICY PROVISIONS – NEW YORK

AGREEMENT is replaced by the following:

In reliance on the information you have given us, we agree to provide the insurance coverages indicated on the Declarations Page. In return, you must pay the premium when due, comply with the policy terms and conditions, and immediately inform us of any change of title, use, or occupancy of the residence premises. Your duty to inform us immediately of any change also includes any change in drivers, regardless of how licensed or permitted.

I. Definitions

Paragraph **L.** is replaced by the following:

- L.** "Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 4. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 5. Oral, written or electronic publication of material that violates a person's right of privacy.

Paragraph **O.** is replaced by the following:

- O.** "Retained limit" means the total limits of any "underlying insurance" and any other insurance that applies to an "occurrence" or offense which:
1. Are available to an "insured"; or
 2. Would have been available except for the bankruptcy or insolvency of an insurer providing "underlying insurance".

Paragraph **P.** is replaced by the following:

- P.** "Underlying insurance" means any policy providing the "insured" with primary liability insurance covering one or more of the types of liability listed on the Declarations Page.

The following Definitions are added:

- Q.** "Fungi" means any type or form of fungus. This includes mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- R.** "Premises location(s)" means only the premise(s) listed under Premises Location(s) on the Declarations Page.
- S.** "Required retained limits" means the required minimum amount(s) of coverage for "underlying insurance" as listed on the Declarations Page under Required Retained Limits.
- T.** "Digital network" means any system or service offered or utilized by a "transportation network company" that enables "TNC prearranged trips" with "TNC drivers".
- U.** "Transportation network company" or "TNC" means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to Article 44-B of the New York Vehicle and Traffic Law and is operating in New York state exclusively using a "digital network" to connect "TNC passengers" to "TNC drivers" who provide "TNC prearranged trips".
- V.** "Transportation network company driver" or "TNC driver" means an individual who:
1. Receives connections to potential "TNC passengers" and related services from a "transportation network company" in exchange for payment of a fee to the "transportation network company"; and
 2. Uses a "TNC vehicle" to offer or provide a "TNC prearranged trip" to "TNC passengers" upon connection through a "digital network" controlled by a "transportation network company" in exchange for compensation or payment of a fee.

W. "Transportation network company passenger" or "TNC passenger" means a person or persons who use a "transportation network company's" "digital network" to connect with a "TNC driver" who provides "TNC prearranged trips" to the "TNC passenger" in the "TNC vehicle" between points chosen by the "TNC passenger".

X. "Transportation network company prearranged trip" or "TNC prearranged trip" means the provision of transportation by a "TNC driver" to a "TNC passenger" provided through use of a "transportation network company's" "digital network".

1. Beginning when a "TNC driver" accepts a "passenger's" request for a "TNC prearranged trip" through a "digital network" controlled by a "transportation network company";
2. Continuing while the "TNC driver" transports the requesting "TNC passenger" in a "TNC vehicle"; and
3. Ending when the last requesting "TNC passenger" departs from the "TNC vehicle".

The term "transportation network company prearranged trip" does not include transportation provided through any of the following:

1. Shared expense carpool or vanpool arrangements, including those as defined in Section 158-b of the New York Vehicle and Traffic Law; and
2. Use of a taxicab, livery, luxury limousine, or other for-hire vehicle, as defined in the New York Vehicle and Traffic Law Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law.

Y. "Transportation network company vehicle" or "TNC vehicle" means a vehicle that is:

1. Used by a "TNC driver" to provide a "TNC prearranged trip" originating within the state of New York; and
2. Owned, leased or otherwise authorized for use by the "TNC driver";
3. Such term shall not include:
 - a. A taxicab, as defined in Section 148-a of the New York Vehicle and Traffic Law and Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;

- b. A livery vehicle, as defined in Section 121-e of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
- c. A black car, limousine, or luxury limousine, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- d. A for-hire vehicle, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
- e. A bus, as defined in Section 104 of the New York Vehicle and Traffic Law;
- f. Any motor vehicle weighing more than six thousand five hundred pounds unloaded;
- g. Any motor vehicle having a seating capacity of more than seven passengers; and
- h. Any motor vehicle subject to Section 370 of the New York Vehicle and Traffic Law.

Z. "Occupying" means in, on, getting in, getting out, getting on, or getting off.

II. Coverages

Under item **B. Defense Coverage**, paragraph **1.a.(2)** is replaced by the following:

- (2) There is no applicable "underlying insurance" in effect at the time of the "occurrence" or offense at limits equal to or greater than the "required retained limits".

Paragraph **D. Limit Of Liability** is replaced by the following:

D. Limit Of Liability

Our total liability under this policy, for all damages resulting from any one "occurrence" or offense, will not be more than the limit of liability shown on the Declarations Page. This limit is the most we will pay regardless of the number of "insureds", "premises locations", claims made, persons injured, or vehicles involved in an accident.

III. Exclusions

Paragraph **A.2.** is replaced by the following:

2. "Personal injury":
 - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral, written or electronic publication of material, if done by or at the direction of the "insured" with knowledge of its falsity;
 - c. Arising out of oral, written or electronic publication of material, whose first publication took place before the beginning of the policy period;
 - d. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by any "insured";

Paragraph **A.4.** is replaced by the following:

4. "Bodily injury" or "property damage" arising out of the ownership or operation of an "auto" while it is being used as a public or livery conveyance. This exclusion (**A.4.**) applies regardless of whether or not a passenger is "occupying" the "auto". This exclusion (**A.4.**) does not apply to a share-the-expense carpool;

Paragraph **A.12.** is replaced by the following:

12. The ownership, maintenance or use of:
 - a. Any "auto" for the purpose of:
 - (1) Participating or competing in; or
 - (2) Practicing or preparing for;any prearranged or organized:
 - (a) Racing or speed contest; or
 - (b) Driver skill training or driver skill event; and
 - b. Any watercraft which, at the time of the "occurrence", is:
 - (1) Being operated in; or
 - (2) Practicing or preparing for;any prearranged or organized:
 - (a) Race;
 - (b) Stunt activity;
 - (c) Speed contest; or
 - (d) Other competition.

However, this exclusion (**A.12.**) does not apply to:

- (1) Motorcycle rider skill training in connection with a course designed by the Motorcycle Safety Foundation, or any similar course administered by any state agency, to improve motorcycle rider skills;
- (2) A sailing vessel; or
- (3) Watercraft involved in predicted log cruises;

Paragraph **A.13.** is replaced by the following:

13. "Bodily injury", "personal injury", or "property damage" suffered by any "insured";

This exclusion also applies to any claim made or suit brought against you or any "insured" to:

- a. Repay; or
- b. Share damages with;
another person who may be obligated to pay damages because of "bodily injury" or "personal injury" to an "insured";

Paragraphs **A.21.** and **A.22.** are deleted.

The following Exclusions are added to paragraph **A.:**

23. "Bodily injury" or "property damage" liability arising out of an "occurrence" outside of the territory definition or territory limitation provided by the "underlying insurance" at the time of the "occurrence";
24. "Bodily injury", "property damage" or "personal injury" unless such liability is also covered under applicable "underlying insurance";
25. "Personal injury" arising out of broadcasting, communicating, posting, publishing, searching, accessing or telecasting through the internet or intranet. This includes but is not limited to all electronic communications sent via computer, mobile device, telephone, satellite or any other electronic device;
26. "Bodily injury", "property damage" or "personal injury" that is caused by or at the direction of any one or more "insureds" or resulting from any act or omission which is illegal or criminal in nature and is committed by any "insured". This exclusion applies regardless of whether the "insured" is actually charged with or convicted of a crime; or
27. "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of an "auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

This exclusion (**A.27.**) does not apply to a share-the-expense carpool.

- 28.** "Bodily injury" or "property damage" arising out of the ownership or operation of an "auto" while it is being used by a "transportation network company driver" who is logged onto a "transportation network company's" "digital network". This exclusion applies regardless of whether or not a "transportation network company passenger" is "occupying" the "transportation network company vehicle" for a "transportation network company prearranged trip".

The following paragraph is added:

- D.** This policy does not provide any coverage for punitive or exemplary damages, fines or penalties in any amount regardless of how they are imposed. This exclusion includes, but is not limited to, those imposed by civil fine or penalty assessed or imposed under any code, statute, regulation or court order. This policy also does not provide any coverage for the cost of defense, including but not limited to attorney fees or costs, related to any such damages, fines or penalties.

However, if a claim is otherwise covered by this policy, we will defend an "insured" if suit is filed on the claim for compensatory and punitive or exemplary damages. We will not indemnify for punitive or exemplary damages.

IV. Maintenance Of Underlying Insurance is replaced by the following:

You must maintain the "underlying insurance" at the "required retained limits" stated on the Declarations Page, with no change to more restrictive conditions during the term of this policy. If any "underlying insurance" is canceled or not renewed and not replaced at limits equal to or greater than the "required retained limits", you must notify us as soon as reasonably possible.

If you fail to maintain "underlying insurance" at the "required retained limits", as required by this policy, we will in no event be liable under this policy for more than we would have been liable if that "underlying insurance" was in effect at the "required retained limits".

V. Duties After Loss is replaced by the following:

In case of an "occurrence" or offense likely to involve the insurance under this Policy, the "insured" or someone acting for the "insured" must give written notice to us or any of our agents in this state as soon as reasonably possible. Any written notice given by any claimant to us or any of our agents in this state, containing particulars sufficient to identify the "insured", will be deemed notice to us. We have no duty to provide coverage under this Policy if your failure to comply with the following duties is prejudicial to us, except as provided in Paragraph **D**. You will help us by seeing that these duties are performed.

- A.** Such notice shall set forth:
 - 1.** The identity of the Policy and named insured shown in the Declarations;
 - 2.** Reasonably available information about the time, place and circumstances of the "occurrence" or offense; and
 - 3.** The names and addresses of any claimants and witnesses.
- B.** If a claim is made or a suit is brought against an "insured", the "insured" or someone acting for the "insured" must:
 - 1.** Notify us or any of our agents in this state in writing as soon as reasonably possible;
 - 2.** Cooperate with us in the investigation, settlement or defense of any claim or suit;
 - 3.** Forward to us every notice, demand, summons or other process relating to the "occurrence" or offense as soon as reasonably possible;
 - 4.** At our request, help us:
 - a.** To make settlement;
 - b.** To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c.** With the conduct of suits and attend hearings and trials; and
 - d.** To secure and give evidence and obtain the attendance of witnesses.
- C.** The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense to others.

- D. Failure to give notice to us as required under this Policy within the time specified shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

VI. General Provisions

Under Item **B. Bankruptcy Of An Insured**, paragraph 2. is replaced by the following:

2. Operate to cause this policy to become primary in the event the "insured" is unable to satisfy the "required retained limits" either because of insufficient "underlying insurance" or insufficient personal assets.

Item **C. Bankruptcy Of An Underlying Insurer** is replaced by the following:

C. Bankruptcy Of An Underlying Insurer

In the event of bankruptcy or insolvency of any insurer providing "underlying insurance", the insurance afforded by this policy shall not replace such "underlying insurance", but shall apply as if the "underlying insurance" was valid and collectable.

Item **G. Our Right To Recover Payment** is replaced by the following:

G. Our Right To Recover Payment

If we make a payment under this Policy, and the "insured" has a right to recover damages from another, we shall be subrogated to that right. That "insured" shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

The following is added to **J. Suit Against Us**:

3. With respect to "bodily injury" and "personal injury" claims, if we deny coverage or do not admit liability because an "insured", the injured person, someone acting for the injured person or other claimant fails to give us or any of our agents in this state notice as soon as reasonably possible, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial or nonadmission of liability is based on the failure to provide notice as soon as reasonably possible.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an "insured":

- (1) Brings an action to declare the rights of the parties under the Policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

4. If we fail to pay damages for "bodily injury" or "property damage" for which an "insured" is legally liable due to an "occurrence" within 30 days from the date notice of entry of judgement is served on the "insured" or the "insured's" attorney and us, then an action may be maintained against us for the amount of judgment, up to the Limit Of Liability shown in the Declarations of this Policy.

However, Paragraph 4. does not apply during a stay or limited stay of execution against the "insured" on such judgment.

Item **K. Termination** is replaced by the following:

K. Termination

1. Cancellation By You

You may cancel this Policy by:

- a. Returning it to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

2. Cancellation By Us

We may cancel the entire policy only for the reasons stated in this condition. The cancellation notice will be mailed to you at the address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel the entire policy at any time by mailing to you at least 15 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel the entire policy for any reason by letting you know at least 30 days before the date of cancellation takes place.

- c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel the entire policy only for one or more of the following reasons by notifying the "insured" at least 30 days prior to the proposed cancellation date:

- (1) Conviction of a crime arising out of acts increasing the hazard insured against;
- (2) Discovery of fraud or material misrepresentation in obtaining the Policy or in the presentation of a claim thereunder;
- (3) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
- (4) Physical changes in the property insured occurring after issuance of last annual anniversary date of the Policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the Policy was issued or last voluntarily renewed; or
- (5) A determination by the Superintendent of Financial Services that the continuation of the Policy would violate or would place us in violation of the New York Insurance Law.

If one of the reasons listed in this Paragraph c. exists, we may cancel the entire policy.

- d. If we have the right to cancel, we may, instead of canceling this Policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 20 days prior to the date of such change.

Delivery of such written notice by us to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

3. Nonrenewal

We will not refuse to renew or condition our renewal of this Policy except as allowed by the laws of the state of New York. The conditions may include, but are not limited to, amending the limits of liability or reducing coverage not required by law. If we take this action, we will notify you by mail at least 45 days, but not more than 60 days, prior to the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

Delivery of such written notice by us to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

4. Other Termination Provisions

- a. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro-rata.
- b. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

All other provisions of the policy apply.

PERSONAL UMBRELLA LIABILITY POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

I. Definitions

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

B. "We", "us" and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Aircraft Liability", "Hovercraft Liability", "Recreational Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in 2. below, mean the following:

1. Liability for "bodily injury" or "property damage" arising out of:
 - a. The ownership of such vehicle or craft by an "insured";
 - b. The maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - c. The entrustment of such vehicle or craft by an "insured" to any person;
 - d. The failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
 - e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
2. For the purpose of this definition:
 - a. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

b. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

c. Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

d. Recreational Motor Vehicle means a "recreational motor vehicle" as defined in Paragraph N.

E. "Auto" means:

1. A private passenger motor vehicle, motorcycle, moped or motor home;
2. A vehicle designed to be pulled by a private passenger motor vehicle or motor home; or
3. A farm wagon or farm implement while towed by a private passenger motor vehicle or motor home.

F. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

G. "Business" means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities, not described in b. through d. below, for which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured".

H. "Family member" means a resident of your household who is:

1. Your relative, including a ward or foster child; or

2. Under the age of 21 and in the care of you or an "insured" who is age 21 or over.

I. "Fuel System" means:

1. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and:
 - a. Are, or were, located on any single location covered by "underlying insurance"; and
 - b. Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:
 - (1) To heat or cool a building;
 - (2) To heat water;
 - (3) To cook food; or
 - (4) To power motor vehicles, other motorized land conveyances or watercraft owned by an "insured";
2. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in Paragraph I.1.;
3. Filler pipes and flues connected to one or more containers, tanks or vessels described in Paragraph I.1.;
4. A boiler, furnace or a water heater, the liquid fuel for which is stored in a container, tank or vessel described in Paragraph I.1.;
5. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in Paragraph I.1.;
6. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in Paragraph I.1.

J. "Insured" means:

1. You.
2. A "family member".
3. Any person using an "auto", "recreational motor vehicle", or watercraft, which is owned by you and covered under this policy. Any person using a temporary substitute for such "auto" or "recreational motor vehicle" is also an "insured".

4. Any other person or organization but only with respect to the legal responsibility for acts or omissions of you or any "family member" while you or any "family member" is using an "auto" or "recreational motor vehicle" covered under this policy. However, the owner or lessor of an "auto" or "recreational motor vehicle" loaned to or hired for use by an "insured" or on an "insured's" behalf, is not an "insured".

5. With respect to animals owned by you or any "family member", any person or organization legally responsible for such animals. However, a person or organization using or having custody of such animals in the course of any "business" or without the consent of the owner is not an "insured".

K. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

1. "Bodily injury"; or
2. "Property damage".

L. "Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

M. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

N. "Recreational motor vehicle" means:

1. All-terrain vehicle;
2. Dune buggy;
3. Golf cart;
4. Snowmobile; or
5. Any other motorized land vehicle which is designed for recreational use off public roads.

O. "Retained limit" means:

1. The total limits of any "underlying insurance" and any other insurance that applies to an "occurrence" or offense which:
 - a. Are available to an "insured"; or
 - b. Would have been available except for the bankruptcy or insolvency of an insurer providing "underlying insurance"; or
2. The deductible, if any, as stated in the Declarations, if the "occurrence" or offense:
 - a. Is covered by this policy; and
 - b. Is not covered by "underlying insurance" or any other insurance.

P. "Underlying insurance" means any policy providing the "insured" with primary liability insurance covering one or more of the types of liability listed in the Declarations and at limits no less than the retained policy limits shown for those types of liability listed in the Declarations.

II. Coverages

A. Insuring Agreement

We will pay damages, in excess of the "retained limit", for:

1. "Bodily injury" or "property damage" for which an "insured" becomes legally liable due to an "occurrence" to which this insurance applies; and
2. "Personal injury" for which an "insured" becomes legally liable due to one or more offenses listed under the definition of "personal injury" to which this insurance applies.

Damages include prejudgment interest awarded against an "insured".

B. Defense Coverage

1. If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" or "personal injury" caused by an offense to which this policy applies, we:
 - a. Will provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. However, we are not obligated to defend any suit or settle any claim if:
 - (1) The "occurrence" or offense is covered by other "underlying insurance" available to the "insured"; or

- (2) There is no applicable "underlying insurance" in effect at the time of the "occurrence" or offense and the amount of damages claimed or incurred is less than the applicable deductible amount shown in the Declarations.

- b. May join, at our expense, with the "insured" or any insurer providing "underlying insurance" in the investigation, defense or settlement of any claim or suit which we believe may require payment under this policy.

However, we will not contribute to the costs and expenses incurred by any insurer providing "underlying insurance"; and

- c. Will pay any expense incurred for the "insured's" defense, with our written consent, in any country where we are prevented from defending an "insured" because of laws or other reasons.

2. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" or offense has been exhausted by payment of judgments or settlements.

C. Additional Coverages

We will pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts to the extent they exceed our limit of liability. We need not apply for or furnish any bond; and
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on our share of the judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the limit of liability that applies.

These payments will not reduce the limit of liability.

D. Limit Of Liability

Our total liability under this policy for all damages resulting from any one "occurrence" or offense will not be more than the limit of liability as shown in the Declarations of this policy. This limit is the most we will pay regardless of the number of "insureds", claims made, persons injured, or vehicles involved in an accident.

III. Exclusions

A. The coverages provided by this policy do not apply to:

1. "Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion (A.1.) does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to prevent or eliminate danger in the operation of "autos", "recreational motor vehicles" or watercraft;

2. "Personal injury":

- a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
- b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
- c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of an "insured"; or
- e. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";

3. "Bodily injury", "personal injury" or "property damage" arising out of or in connection with a "business":

a. Engaged in by an "insured"; or

b. Conducted from:

- (1) Any part of a premises owned by or rented to an "insured"; or
- (2) Vacant land owned by or rented to an "insured".

This Exclusion (A.3.) applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

However, this Exclusion (A.3.) does not apply to:

a. The rental or holding for rental of:

(1) The residence premises shown in the Declarations:

(a) On an occasional basis if used only as a residence;

(b) In part, for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage;

(2) Any part of a one to four family dwelling other than the residence premises to the extent that personal liability coverage is provided by "underlying insurance";

(3) A condominium, cooperative, or apartment unit other than the residence premises to the extent that personal liability coverage is provided by "underlying insurance";

b. Civic or public activities performed by an "insured" without compensation other than reimbursement of expenses;

c. An insured minor involved in self-employed "business" pursuits, which are occasional or part-time and customarily undertaken on that basis by minors. A minor means a person who has not attained his or her:

(1) 18th birthday; or

(2) 21st birthday if a full-time student;

- d. The use of an "auto" you own, or a temporary substitute for such "auto", by you, a "family member" or a partner, agent or employee of you or a "family member" while employed or otherwise engaged in the "business" of:
 - (1) Selling;
 - (2) Repairing;
 - (3) Servicing;
 - (4) Storing; or
 - (5) Parking;
 vehicles designed for use mainly on public highways;
 - e. The use of an "auto" for "business" purposes, other than an auto business, by an "insured";
4. "Bodily injury" or "property damage" arising out of the ownership or operation of an "auto" while it is being used as a public or livery conveyance. This Exclusion (**A.4.**) does not apply to a share-the-expense car pool;
 5. "Bodily injury", "personal injury" or "property damage" arising out of the rendering of or failure to render professional services;
 6. "Aircraft Liability";
 7. "Hovercraft Liability";
 8. "Watercraft Liability".

However, this Exclusion (**A.8**) does not apply to the extent that watercraft coverage is provided by "underlying insurance" at the time of the "occurrence";
 9. "Recreational Motor Vehicle Liability".

However, this Exclusion (**A.9.**) does not apply with respect to any "recreational motor vehicle":

 - a. Owned by you or a "family member" to the extent that "recreational motor vehicle" coverage is provided by "underlying insurance" at the time of the "occurrence"; or
 - b. That you or a "family member" do not own;
 10. "Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
 11. A person using an "auto", "recreational motor vehicle" or watercraft without a reasonable belief that that person is entitled to do so. This Exclusion (**A.11.**) does not apply to a "family member" using an "auto", "recreational motor vehicle" or watercraft you own;
 12. The use of "autos", "recreational motor vehicles" or watercraft while they are being operated in, or practicing for, any prearranged or organized race, speed contest or other similar competition. However, this Exclusion (**A.12.**) does not apply to:
 - a. Sailboats; or
 - b. Watercraft involved in predicted log cruises;
 13. "Bodily injury" or "personal injury" to you or a "family member".

This exclusion also applies to any claim made or suit brought:

 - a. To repay; or
 - b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" or "personal injury" to you or a "family member";
 14. "Bodily injury" or "personal injury" arising out of:
 - a. The transmission of a communicable disease by an "insured";
 - b. Sexual molestation, corporal punishment or physical or mental abuse; or
 - c. The use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this Exclusion (**A.14.**) does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

15. "Bodily injury", "personal injury" or "property damage" arising out of an act or omission of an "insured" as an officer or member of a board of directors of a corporation or organization. However, this Exclusion (A.15.) does not apply if the corporation or organization is not-for-profit and the "insured" receives no compensation other than reimbursement of expenses;
16. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from the residence premises shown in the Declarations;
17. "Property damage" to property rented to, occupied or used by, or in the care, custody or control of, an "insured" to the extent that the "insured" is obligated by contract to provide insurance for such property. However, this Exclusion (A.17.) does not apply to "property damage" caused by fire, smoke or explosion;
18. "Bodily injury" to any person eligible to receive any benefits:
 - a. Voluntarily provided; or
 - b. Required to be provided;
 by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
19. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters; or
 - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
 - b. Would be an insured under that policy but for the exhaustion of its limit of liability;
20. "Bodily injury", "personal injury" or "property damage" caused by an "occurrence" or offense involving the escape of fuel from a "fuel system";

21. "Bodily injury" or "personal injury" caused by an "occurrence" or offense involving the absorption, ingestion or inhalation of lead;
22. "Personal injury" or "property damage" caused by an "occurrence" or offense of lead contamination.

B. Liability coverage does not apply to any assessment charged against you as a member of an association, corporation or community of property owners.

C. We do not provide:

1. Automobile no-fault or any similar coverage under this policy; or
2. Uninsured Motorists Coverage, Underinsured Motorists Coverage, or any similar coverage unless this policy is endorsed to provide such coverage.

IV. Maintenance Of Underlying Insurance

You must maintain the "underlying insurance" at the full limits stated in the Declarations and with no change to more restrictive conditions during the term of this policy. If any "underlying insurance" is canceled or not renewed and not replaced, you must notify us at once.

If you fail to maintain "underlying insurance", we will not be liable under this policy for more than we would have been liable if that "underlying insurance" was in effect.

V. Duties After Loss

In case of an "occurrence" or offense likely to involve the insurance under this policy, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- A. Give written notice to us or our agent as soon as is practical. Such notice shall set forth:
 1. The identity of the policy and named insured shown in the Declarations;
 2. Reasonably available information about the time, place and circumstances of the "occurrence" or offense; and
 3. The names and addresses of any claimants and witnesses.
- B. If a claim is made or a suit is brought against an "insured", the "insured" must:
 1. Notify us immediately in writing;
 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence" or offense;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses.
- C. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense to others.

VI. General Provisions

A. Appeals

If an "insured" or any insurer providing "underlying insurance" elects not to appeal a judgment which exceeds the "retained limit", we may do so at our own expense. We will pay all costs, taxes, expenses and interest related to our appeal. The amounts we pay will be in addition to our limit of liability.

B. Bankruptcy Of An Insured

Bankruptcy or insolvency of an "insured" will neither:

1. Relieve us of our obligations under this policy; nor
2. Operate to cause this policy to become primary in the event the "insured" is unable to satisfy the "retained limit" either because of insufficient "underlying insurance" or insufficient personal assets.

C. Bankruptcy Of An Underlying Insurer

In the event of bankruptcy or insolvency of any "underlying insurer", the insurance afforded by this policy shall not replace such "underlying insurance", but shall apply as if the "underlying insurance" was valid and collectible.

D. Fraud

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any "occurrence" or offense for which coverage is sought under this policy.

E. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

F. Other Insurance

The coverage afforded by this policy is excess over any other insurance available to an "insured", except insurance written specifically to be excess over this policy.

G. Our Right To Recover Payment

If we make a payment under this policy, we are entitled to exercise the "insured's" rights of recovery against any person liable for the loss. The "insured" must do nothing after loss to prejudice those rights.

H. Policy Period And Territory

The policy period is stated in the Declarations. This policy applies to an "occurrence" or offense which takes place anywhere in the world.

I. Severability Of Insurance

This insurance applies separately to each "insured". However, this provision will not increase our limit of liability for any one "occurrence" or offense.

J. Suit Against Us

1. No legal action can be brought against us:
 - a. Unless there has been full compliance with all of the terms of this policy; and
 - b. Until the obligation of the "insured" has been determined by final judgment or by agreement signed by us.
2. No person or organization has any right under this policy to join us as a party to any legal action against an "insured".

K. Termination

1. Cancellation By You

You may cancel this policy by:

- a. Returning it to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

2. Cancellation By Us

We may cancel this policy as stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel by letting you know at least 30 days before the date cancellation takes effect.

3. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

4. Other Termination Provisions

- a. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

- b. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

L. Transfer Of Your Interest In This Policy

1. Your rights and duties under this policy may not be assigned without our written consent. However, if you die, coverage will be provided for:
 - a. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations;
 - b. Any member of your household who is an "insured" at the time of your death, but only while a resident of the residence premises; or
 - c. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use your "autos" or the residence premises shown in the Declarations.
2. Coverage will only be provided until the end of the policy period.

M. Waiver Or Change Of Policy Provisions

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of the change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL UMBRELLA LIABILITY POLICY AUTO LIABILITY FOLLOWING FORM

III. Exclusions

The following Exclusion is added:

29. The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- a.** The ownership of any "auto" by an "insured";
- b.** The maintenance, occupancy, operation, use, loading or unloading of any "auto" by any person;
- c.** The entrustment of any "auto" by an "insured" to any person;
- d.** The failure to supervise or negligent supervision of any person involving any "auto" by an "insured"; or
- e.** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "auto".

However, this exclusion does not apply to the extent that auto liability coverage is provided by "underlying insurance" at the time of the "occurrence".

All other provisions of the policy apply.

