

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GROUP PERSONAL UMBRELLA COVERAGE

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

NOTE: All references to "PERSONAL UMBRELLA" made throughout this entire policy are revised to read "GROUP PERSONAL UMBRELLA".

NOTE: All references to "Declarations" made throughout this entire policy are revised to include "Certificate of Coverage" with respect to a *member insured*. The Certificate of Coverage of each *member insured* indicates the limits of insurance for which he/she is insured.

DEFINITIONS

The introductory paragraph is deleted and replaced by the following:

In this policy, *you* and *your* mean the person shown in the Declarations as the Member Insured and the spouse if a resident of the same household. The term "spouse" includes a civil partner by civil union or registered domestic partnership filed and recognized under state law, or a *domestic partner*. *We, us* and *our* mean the Company providing this insurance and issuing this policy, as shown in the Declarations.

9. *Insured person* is amended as follows:

The following paragraphs are added:

- d. Any other person who is covered under your *required underlying insurance*; or
- e. Any person or organization held liable for an act or failure to act by you or a *family member*. However, the owner or lessor of an *auto, recreational motor vehicle* or *watercraft* loaned to or hired for use by an *insured person* or on an *insured person's* behalf, is not an *insured person*, unless the owner or lessor is a trust or legal entity formed by you or on your behalf.

16. *Recreational motor vehicle* is amended as follows:

Paragraphs c. and e. are deleted and replaced by the following:

- c. In dead storage;
- e. Used solely on and to service your residence premises.

The following Definitions are added:

Defined group means those individuals who, in accordance with the rules established by the *sponsoring organization*, qualify as a *member insured*.

Domestic partner means a person who shares a common domestic life with you and whose relationship with you resembles a mutually exclusive partnership such as that of a marriage, and:

- a. Is financially interdependent with you and shares a residence with you. Evidence of such includes but is not limited to:
 - (1) Joint financial obligations, resources or assets;
 - (2) Documents such as a driver's license, tax returns or bills showing a common address; or
 - (3) Receiving mail at a common address;
- b. Is at least 18 years of age and capable of entering into a legal contract;
- c. Like you, is not legally married to another person; and
- d. Is not so closely related by blood to you that legal marriage would otherwise be prohibited.

Member insured means the individual who is a member of the *defined group* shown as the Member Insured in the Declarations.

Sponsoring organization means the organization shown in the Declarations sponsoring and defining the criteria for qualification as a *member insured*.

GROUP PERSONAL UMBELLA POLICY

EXTRA BENEFITS

4. Newly Acquired Auto And Watercraft Coverage is amended as follows:

Paragraph a. is deleted and replaced by the following:

- a. We cover *damages* from the first dollar if an *insured person* is legally obligated to pay for *bodily injury or property damage* caused by an *occurrence* resulting from an *insured person's* use of a newly acquired *auto or watercraft*, provided the *occurrence* is within the first 60 days after an *insured person* becomes the owner of the *auto or watercraft*.

The following Extra Benefits are added:

Loss Assessment

- a. We will pay up to \$50,000 for your share of loss assessment charged during the *policy period* against you, as owner or tenant of your residence premises, by a Homeowners, Condominium or Cooperative Association when the assessment is made as a result of:
 - (1) Direct physical loss to property owned by all members collectively and caused by a loss other than earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - (2) *Damages* for an *occurrence* covered by this policy; or
 - (3) *Damages* for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (a) Is elected by the members of a Homeowners, Condominium or Cooperative Association; and
 - (b) Serves without deriving any income from the exercise of duties which are solely on behalf of a Homeowners, Condominium or Cooperative Association.
- b. We will pay no more than \$5,000 of a loss assessment that results from a self-insured retention or deductible in the insurance purchased by the Homeowners, Condominium or Cooperative Association.
- c. Regardless of the number of assessments, the limit of \$50,000 is the most we will pay for loss arising out of:
 - (1) One *occurrence*; or
 - (2) A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

Identity Fraud Expenses

- a. With respect to this Extra Benefit:
 - (1) *Identity fraud* means the act of knowingly transferring or using, without lawful authority, a means of identification of an *insured person* with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or any applicable state or local law.
 - (2) *Identity fraud expenses* means:
 - (a) Costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions, credit grantors, credit agencies, credit bureaus or similar organizations;
 - (b) Costs for certified mail to law enforcement agencies, financial institutions, credit grantors, credit agencies, credit bureaus or similar organizations;
 - (c) Costs for telephone calls to merchants, businesses, law enforcement agencies, financial institutions, credit grantors, credit agencies, credit bureaus or similar organizations;

- (d) Loan application fees for reapplying for a loan or loans when the original loan application was rejected because the lender obtained incorrect credit information;
- (e) Lost income of an *insured person* resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel; and
- (f) Reasonable attorney fees incurred by an *insured person* as a result of *identity fraud* for the following, but only with prior notice and approval given by us:
 - (i) Defend lawsuits brought against an *insured person* by merchants, financial institutions or their collection agencies;
 - (ii) Remove any criminal or civil judgments wrongly entered against an *insured person*; and
 - (iii) Challenge the accuracy or completeness of any information in a consumer credit report.
- b. We will pay up to \$100,000 for *identity fraud expenses* that are reasonably and necessarily incurred by an *insured person* as the direct result of *identity fraud* first discovered or learned of during the *policy period*.
- c. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an *insured person*, is considered to be one *identity fraud*, even if a series of acts continues into a subsequent *policy period*.
- d. We do not cover *identity fraud expenses* incurred due to any fraudulent, dishonest or criminal act by an *insured person*, or by any authorized representative of an *insured person*, whether acting alone or in collusion with others.
- e. In case of a loss, we have no duty to provide coverage unless an *insured person* or their representative notifies the appropriate law enforcement agency.

Kidnap Expenses

- a. With respect to this Extra Benefit, *kidnap expenses* means:
 - (1) Costs for notarizing affidavits or similar documents for law enforcement agencies or financial institutions;
 - (2) Costs for certified mail to law enforcement agencies or financial institutions;
 - (3) Costs for telephone calls to law enforcement agencies or financial institutions;
 - (4) Lost income of an *insured person* resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies and/or legal counsel;
 - (5) Reasonable attorney fees incurred by an *insured person* as a result of a kidnap and ransom, but only with prior notice and approval given by us;
 - (6) Costs of travel and accommodations incurred by an *insured person* while attempting to negotiate a kidnapping;
 - (7) Fees and expenses of an independent forensic analyst, private investigator or negotiator hired by an *insured person*, but only with prior notice and approval given by us; and
 - (8) Interest costs for a loan from a financial institution made to an *insured person* for the purpose of paying ransom monies.
- b. We will pay up to \$100,000 for *kidnap expenses* that are reasonably and necessarily incurred by an *insured person* because of a kidnapping of an *insured person*.
- c. Any act or series of acts committed by one or more persons is considered to be one loss, even if a series of acts continues into a subsequent *policy period*.
- d. We do not cover *kidnap expenses* incurred due to a kidnapping of an *insured person* by an *insured person*, or by any authorized representative of an *insured person*, whether acting alone or in collusion with others.
- e. In case of a loss, we have no duty to provide coverage unless an *insured person* or their representative notifies the appropriate law enforcement agency.

Credit Cards, Debit Cards, Forgery, Counterfeit Money And Home Banking

- a. We will pay up to \$5,000 for:
 - (1) The legal obligation of an *insured person* to pay because of the theft or unauthorized use of credit cards, debit cards or other similar bank cards, or their account numbers, issued to or registered in an *insured person's* name;
 - (2) Loss to an *insured person* caused by forgery or alteration of any check or negotiable instrument;
 - (3) Loss to an *insured person* through acceptance in good faith of counterfeit United States or Canadian paper currency; and
 - (4) Loss to an *insured person* resulting from the unauthorized use of an *insured person's* personal financial accounts.
- b. We do not cover:
 - (1) Use of a credit card, debit card or other similar bank card, personal home computer or portable computing device:
 - (a) By you or a *family member*;
 - (b) In excess of the amount authorized by you or a *family member*;
 - (c) By a person or entity with unlimited use of a credit card, debit card or other similar bank card, or their account numbers; or
 - (d) If an *insured person* has not complied with all terms and conditions under which the cards, checks or negotiable instruments are issued or the accounts accessed; or
 - (2) Loss arising out of *business* use or dishonesty of an *insured person*.
- c. All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.
- d. We may investigate and settle any claim or suit that we decide is appropriate. If a suit is brought against an insured person for liability under **a.(1)** above, we will provide a defense at our expense by counsel of our choice. Our duty to defend a claim or suit ends when the amount we pay for the loss equals \$5,000.

Voluntary Payments

- a. We will pay up to \$5,000 per *occurrence* for *damages* to the property of others caused by an *insured person*.
- b. We will not pay for *property damage*:
 - (1) Caused intentionally by an insured person who is 13 years of age or older;
 - (2) To property owned by an *insured person*;
 - (3) To property owned by or rented to a tenant of an *insured person* or a resident in your household; or
 - (4) Arising out of:
 - (a) A *business* engaged in by an *insured person*. This provision **(a)** does not apply to an *incidental business*;
 - (b) Any act or omission in connection with a premises owned, rented or controlled by an *insured person*, other than an *insured person's* residence premises or vacant land; or
 - (c) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, *watercraft* or motor vehicle.
- c. The \$5,000 limit is the most we will pay per *occurrence*, regardless of the number of *insured persons* or claims made.

DAMAGES WE DO NOT COVER

4. Watercraft

Paragraph **a.** is amended as follows:

(1) is deleted and replaced by the following:

(1) That is 26 feet or more in length or more than 50 horsepower and to the extent such *watercraft* is not covered by the limits of *required underlying insurance*. When coverage is provided under this provision **a.(1)**, it shall be on a *follow form* basis;

7. Business is amended as follows:

Paragraphs **a.** and **d.** are deleted and replaced by the following:

a. A one to four-family residence that you own and rent, or hold to rent, to others for private residential purposes, but only if the total number of single-family units does not exceed four at the inception of the *policy period*;

d. Any *damages for bodily injury or property damage* arising out of the physical condition of your residence, including an other structure at that residence, when *business* activities are legally conducted by you or a *family member* in that residence or other structure, but only if:

(1) You or a *family member* do not have any employees involved in the *business* activities who are subject to workers' compensation or other similar disability laws;

(2) You or a *family member* are not a home day care provider; and

(3) There is no other valid collectible insurance;

CONDITIONS

The following Termination provision supersedes any other Termination provision in this policy, including any applicable state amendatory Termination provision.

3. Termination**a. Cancellation – Sponsoring Organization**

(1) The *sponsoring organization* may cancel this policy or Certificate of Coverage at any time by letting us know in writing of the future date cancellation is to take effect.

(2) We may cancel this policy or any part of it subject to the following provisions. This cancellation notice may be delivered to the *sponsoring organization*, or mailed to the *sponsoring organization* at the mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

(a) When the *sponsoring organization* has not paid the premium, we may cancel at any time by letting the *sponsoring organization* 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 the *sponsoring organization* 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:

(i) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

(ii) If the risk has changed substantially since the policy was issued.

This can be done by letting the *sponsoring organization* know at least 30 days before the date cancellation takes effect.

(3) The *sponsoring organization* will have the sole responsibility to notify *member insureds* of any cancellation.

- (4) If this policy is canceled, we shall send the *sponsoring organization* any premium refund due. If we cancel, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata. If the *sponsoring organization* cancels, the premium for the period from the date of cancellation to the expiration date may be less than pro rata.

b. Cancellation For Non-Payment – Member Insureds

In the event the *member insured* is responsible for paying their premium to us and fails to do so, we may cancel the *member insured's* Certificate of Coverage at any time by letting the *member insured* know at least 10 days before the date cancellation takes effect. This cancellation notice may be delivered to the *member insured*, or mailed to the *member insured* at the mailing address shown in the Certificate of Coverage. Proof of mailing will be sufficient proof of notice.

c. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to the *sponsoring organization*, or mailing to the *sponsoring organization* at the mailing address shown in the Declarations of the *sponsoring organization*, written notice at least 30 days before the expiration date of this policy. The *sponsoring organization* will have the sole responsibility to notify *member insureds* of any non-renewal. Proof of mailing will be sufficient proof of notice.

d. Other Termination Provision

Should a *member insured* for any reason no longer qualify as a member of the *defined group*, coverage will cease on the date that *member insured* is taken off the policy by endorsement or the policy expiration date or cancellation date, whichever occurs first.

5. **Waiver Or Change Of Policy Provisions** is deleted and replaced by the following:

5. **Waiver Or Change Of Policy Provisions**

This policy contains all the agreements between the *sponsoring organization* 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.

8. **Other Insurance** is deleted and replaced by the following:

8. **Other insurance**

If other valid and collectible insurance applies to an *occurrence* that is also covered by this policy, and subject to the limits of insurance provided by this policy, this policy shall apply excess of the other insurance, and shall not contribute with the other insurance, whether this other insurance is primary, excess, contingent, or issued on any other basis. However, this Condition shall not apply if the other insurance is specifically written to be excess of this policy.

When this policy is excess of an Umbrella or Excess Liability policy, the coverage provided by this policy shall be on an *excess of excess follow form* basis. With respect to this Condition 8., *excess of excess follow form* means that the coverage provided under this policy shall apply to the same extent it is provided under the underlying Umbrella or Excess Liability policy, following the same definitions, exclusions, terms and conditions, unless this policy is otherwise modified by endorsement. If there are multiple underlying Umbrella or Excess Liability policies and the coverage provided by any one underlying policy is more restrictive, this policy will follow the more restrictive coverage. When this policy pays *damages* in excess of the underlying Umbrella or Excess Liability policy(ies) exhausted by payment of claims, this policy will not provide broader coverage than is provided under the underlying Umbrella or Excess Liability policy(ies), unless this policy is otherwise modified by endorsement.

10. **Transfer** is amended as follows:

Paragraphs **b.** and **c.** are deleted and replaced by the following:

- b.** Any member of your household who is an *insured person* at the time of your death, but only while a resident of your residence; 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, recreational motor vehicles, watercraft* or residence.

15. Maintenance Of Required Underlying Insurance And Limits is amended as follows:

Paragraph **c.** is deleted.

The following provision is added:

An *insured person* residing outside of the United States must maintain underlying insurance coverage equal to or greater than the *required underlying insurance* (US dollar) limits as shown in the Schedule Of Required Underlying Insurance And Limits or the equivalent value in the currency of the country in which an *insured person* resides. If the *required underlying insurance* limits are not available in the country in which an *insured person* resides, an *insured person* must maintain in full effect primary underlying liability insurance limits equal to the maximum limits of liability available in that country for the types of exposures described in the Schedule Of Required Underlying Insurance And Limits.

The following Conditions are added:

Duplicate Coverages

With respect to the Extra Benefits section of this endorsement, if a loss or *occurrence* is covered under more than one policy issued by us or one of our affiliated companies, we will pay under the policy providing the most coverage, but not under more than one policy. In no event will we make duplicate payments.

Audit

We may audit and examine the *sponsoring organization's* books and records as they relate to this policy at any time during the *policy period* and for up to three years after the expiration or termination of this policy. The *sponsoring organization* must provide such books and records within a reasonable time of our request.