

**Pacific Specialty Insurance Company
PERSONAL UMBRELLA POLICY**

UMB-POL (Ed.2.1)

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PERSONAL EXCESS UMBRELLA LIABILITY POLICY

PACIFIC SPECIALTY INSURANCE COMPANY, hereinafter called the Company, in consideration of the payment of all premiums, in reliance upon the statements in the application, and subject to all of the terms, conditions and limitations of this policy, agrees with the **named insured** as follows.

The limits of liability and the premiums are shown in the Declarations which is a part of this policy.

DEFINITIONS

When used in this policy, including endorsements forming a part hereof:

Automobile means any land motor vehicle, trailer, or semi-trailer (including farm tractors, trailers, and implements) used to convey or transport persons or property other than in the conduct of the **business** of any **insured**.

Bodily Injury:

- Under Coverage A, **bodily injury** means bodily injury, shock, mental anguish, sickness, or disease, which occurs during the policy period, including death at any time resulting therefrom;
- Under Coverage B, **bodily injury** means bodily injury, as defined in the Uninsured Motorists Insurance of the **underlying insurance**, which is sustained during the policy period.

Business means any full-time or part-time activity, trade, profession or occupation performed for monetary or other compensation.

Insured means any **relative** or any other person under the age of 21 who is in the care of the **named insured** or **relative**.

Named Insured means:

- The person **named** on the Declarations as the **named insured**; and
- The spouse thereof if a resident of the same residence premises listed in the Declarations.

Occurrence means:

An accident, including continuous or repeated exposure to conditions, which occurs during the policy period and results in **bodily injury** or **property damage**

Permissive User means:

- any person given permission by the **named insured** to use an **automobile** or **watercraft**, provided that the actual use was within the scope of that permission, and for the purpose intended by the **named insured**.
- Any person or organization legally responsible for the use of such **automobile**, but only if no other insurance of any kind is available to that person or organization for such liability.

None of the following is a **permissive user**:

- Any person or organization that is either employed or engaged in the **business** of selling, repairing, servicing, renting, towing, transporting, leasing, parking, or storing **automobiles** or **watercrafts**.
- The owner or lessee (including any agent or employee thereof) of an **automobile** or **watercraft** in the care of the **named insured**, but this provision does not apply to the **named insured** or any **relative**.

Personal Injury means injury, other than **bodily injury** or **property damage**, arising out of one or more of the following offenses committed during the policy period:

- False arrest, detention, or imprisonment;
- Malicious prosecution;
- Wrongful entry or eviction or other invasion of right of privacy;
- Oral or written publication of material which slanders or libels a person or organization.

Property Damage means:

- Physical injury to or destruction of tangible property which occurs during the policy period,;
- Loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **occurrence** during the policy period.

Punitive or Exemplary Damages means damages awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, including exemplary or aggravated circumstances damages, or damages which are awarded for any purpose other than compensatory damages for **bodily injury** or **property damage**.

Relative means any person related to the **named insured** by blood, adoption, or marriage (other than the spouse of the **named insured**) who is a resident of the residence premises listed in the declarations.

Retained Limit (Self-Insured Retention) is the deductible listed in the Declarations for an **occurrence** that is covered by this policy and is not covered by any **underlying insurance** policy. The **retained limit** shall be paid by or on behalf of an **insured** before liability attaches to the Company.

Ultimate Net Loss means the sum actually paid or payable in cash as damages, as determined by:

- A judgment against an **insured** in a suit on the merits; or
 - A settlement of a claim or suit with the prior written consent of the Company;
- less all recoveries and salvages;

But **ultimate net loss** does not include:

- interest on judgments; or
- investigation, settlement, and legal fees or expenses, including court costs and premiums on bonds.

Underlying Insurance means the insurance policies and limits in the Schedule of **Underlying Insurance** on the Declarations.

Underlying Limits means the greater of:

- The amounts set forth in Minimum **Underlying Limits** of the Declarations; or
- The sum of the applicable limits of liability of all insurance available to an **insured** for injury or damage to which this policy applies (other than insurance purchased specifically to apply in excess of the Company's limit of liability under this policy);

Watercraft means any craft, boat, vessel, or ship designed to transport persons or property on water.

INSURING AGREEMENT

I. COVERAGES

Coverage A – Bodily Injury, Personal Injury and Property Damage Liability.

The Company will indemnify an **insured** for the amount of the **ultimate net loss** which an **insured** is legally obligated to pay subject to the policy terms:

- In excess of the **underlying limits** (whether collectible or not) because of **bodily injury, personal injury, or property damage** to which this policy applies, caused by an **occurrence**; or
- In excess of the **retained limit (self-insured retentions)** because of **bodily injury, or property damage** to which this policy applies, caused by an **occurrence** which is not covered by any **underlying insurance** policy.

Coverage B – Excess Uninsured Motorists Insurance

The Company will pay those sums which an **insured** or his/her legal representatives shall become legally entitled to recover as damages because of **bodily injury** which is covered by the Uninsured Motorists Insurance (including Uninsured Motorists) of the Automobile Liability policy scheduled in the Declarations, less the applicable limit of liability of such Uninsured Motorists Insurance.

II. LIMITS OF LIABILITY

A. Regardless of the number of:

- insureds** under this policy;
- persons or organizations that sustain injury or damages;
- claims made or suits brought;
- vehicles covered under this policy;
- vehicles involved in an accident; or
- coverages under this policy;

The most the Company will pay under this policy during one policy period is the aggregate limit of liability listed in the Declarations.

B. The most the company will pay for any **occurrence** caused by a **permissive user** is the statutory minimum limit of liability in the state of the **occurrence**.

For the purpose of determining the limit of the Company's liability, all **bodily injury, personal injury, and property damage** arising out of continuous or repeated exposure to substantially the same general conditions, shall be considered as arising out of one **occurrence**.

III. DEFENSE AND SETTLEMENT

A. If a suit is brought against an **insured** for damages because of an **occurrence** to which this policy applies, the company will provide a defense to an **insured** at the company's expense by counsel of the company's choice when the basis for the suit is a loss that is not covered by any other insurance policy but is covered by this policy. The company has no duty to defend any claim or suit after the company tenders, deposit in court, or pays the amount due under this policy. The company has the right to:

- Investigate, negotiate and settle any claim or suit that the company decides is appropriate;
- Defend an **insured** in any claim or suit, by counsel of **our** choice;
- Appeal any award of legal decision; and

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<p>4. Be given opportunity to be associated in the defense of any claim or suit which the company deems appropriate.</p> <p>B. The Company shall have no duty to defend any claim or suit, where the named insured has failed to maintain the required underlying insurance for any reason.</p> <p>C. The Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by the payment of judgments or settlements.</p>	<p>period noted on the Declarations anywhere in the world.</p> <p>B. This policy applies under Coverage B to bodily injury which is sustained during the policy period noted on the Declarations and within the policy territory defined in the Uninsured Motorists Insurance of the Automobile Liability Policy scheduled in the Declarations.</p>	<p>10. bodily injury or property damage arising out of the ownership or use of any automobile in the conduct of an insured's business, but this exclusion does not apply to a private passenger automobile registered to the named insured and covered under the Automobile Liability policies scheduled in the schedule of underlying insurance in the Declarations. As used in this exclusion, "Private Passenger Automobile" means:</p> <p>a. a motor home; or</p> <p>b. any other land motor vehicle designed for carrying not more than 10 persons (including the driver) and used for the transportation of persons; but "Private Passenger Automobile" does not include:</p> <p>i) a motorcycle; or</p> <p>ii) a motortruck or truck tractor (other than a non-commercial pick-up truck of less than one ton capacity).</p>	<p>and whether or not owned, controlled, or occupied by the insured;</p> <p>iii) "Expense" includes any expense, fine, penalty, or assessment;</p> <p>iv) "Pollutant" means smoke, vapors, soot, fumes, acids, sounds, alkalies, chemicals, liquids, solids, gases, thermal pollutants, waste materials, and all other irritants or contaminants.</p>
<p>IV. SUPPLEMENTARY PAYMENTS</p>	<p align="center">EXCLUSIONS</p>	<p align="center">EXCLUSIONS</p>	<p align="center">EXCLUSIONS</p>
<p>A. The Company will pay, in addition to the applicable limit of liability:</p> <p>1. All expenses incurred by the Company; and</p> <p>2. Reasonable expenses incurred by an insured at the Company's request, other than loss of earnings.</p> <p>B. With respect to an occurrence covered under Coverage A, the Company will pay, in addition to the applicable limit of liability:</p> <p>1. All costs taxed against an insured in any suit defended by the Company, but not including attorney's fees, and all interest on the Company's portion of any judgment thereon which accrues after entry on the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;</p> <p>2. Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for any amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds; provided, however, the Company shall have no obligation to pay Supplementary Payments which are payable under the underlying insurance.</p> <p>C. In any country where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.</p>	<p>All exclusions applicable in the underlying insurance are applicable to Coverage A Bodily Injury, Personal Injury and Property Damage Liability.</p>	<p>10. bodily injury or property damage arising out of the ownership or use of any automobile in the conduct of an insured's business, but this exclusion does not apply to a private passenger automobile registered to the named insured and covered under the Automobile Liability policies scheduled in the schedule of underlying insurance in the Declarations. As used in this exclusion, "Private Passenger Automobile" means:</p> <p>a. a motor home; or</p> <p>b. any other land motor vehicle designed for carrying not more than 10 persons (including the driver) and used for the transportation of persons; but "Private Passenger Automobile" does not include:</p> <p>i) a motorcycle; or</p> <p>ii) a motortruck or truck tractor (other than a non-commercial pick-up truck of less than one ton capacity).</p>	<p>13. any liability of an insured directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;</p>
<p>V. POLICY PERIOD – TERRITORY</p>	<p>A. This insurance policy does not apply under Coverage A to:</p> <p>1. any obligation for which an insured or any carrier as an insured's insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under similar law;</p> <p>2. To bodily injury or property damage which is expected or intended by an insured, but this exclusion does not apply to bodily injury resulting from the use of the reasonable force to protect persons or property;</p> <p>3. Bodily injury or Property Damage caused by any animal;</p> <p>4. Bodily injury or Personal Injury to an insured;</p> <p>5. property damage to:</p> <p>a. Property owned by an insured;</p> <p>b. Aircraft rented to, used by, or in the care, custody, or control of an insured; or</p> <p>c. Any property rented to, utilized or occupied by, or in the care, custody, or control of an insured.</p> <p>6. bodily injury or property damage arising out of the ownership or use of any aircraft;</p> <p>7. bodily injury or property damage occurring away from the premises owned by, rented to, or controlled by the named insured and arising out of the ownership or use of any watercraft owned by an insured, but this exclusion does not apply if minimum primary limits for such watercraft are specified in the Declarations and such coverage is in force on the date of the occurrence for which claim is made hereunder;</p> <p>8. bodily injury, personal injury, or property damage arising out of the rendering of or failure to render professional services by an insured or by any person for whose acts or omissions the insured is legally responsible;</p> <p>9. bodily injury, personal injury, or property damage arising out of:</p> <p>a. Business pursuits of an insured; or</p> <p>b. Property at or from which a business is conducted by an insured.</p>	<p>11. bodily injury or property damage arising out of the ownership or use of any automobile while being used as a public livery conveyance, or while carrying persons for a fee or other consideration, expressed or implied;</p> <p>12. a. contamination of any environment by pollutants that are introduced at any time, anywhere, in any way.</p> <p>b. any injury, damage, or expense arising out of such contamination, including, but not limited to, cleaning up, remedying, or detoxifying such contamination;</p> <p>c. any injury, damage, or expense arising out of any request, demand, or order issued or made pursuant to any environmental protection or environmental liability statute or regulation;</p> <p>d. payment for the investigation or defense of any loss, claim, or damage related to the above.</p> <p>As used in this exclusion:</p> <p>i) "Contamination" means any unclean, unsafe, damaging, injurious, or unhealthful condition arising out of the presence of any pollutant or combination of pollutants whether permanent or transient, in any environment;</p> <p>ii) "Environment" includes, but is not limited to any person, any man-made object or feature, animals, crops and vegetation, land, bodies of water, underground water, or water table supplies, air, or any other feature of the Earth or its atmosphere, whether or not altered, developed, or cultivated,</p>	<p>14. any liability to an employee or former employee arising out of a contract of employment with any insured, including, but not limited to wrongful termination or discharge;</p> <p>15. Any bodily injury or property damage arising out of Earth Movement whether or not the Earth Movement is combined with any other cause(s). "Earth Movement" includes any loss caused by, resulting from, contributed to, or aggravated by earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; wind subsidence; mudflow; earth sinking, rising or shifting; erosion; volcanic blast; airborne shockwave; ash, dust or other particulate matter; or lava flow.</p> <p>16. Any bodily injury or property damage arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Section 811 and 812. Controlled Substances include, but are not limited to cocaine, LSD, marijuana and all narcotic drugs.</p> <p>17. Any discrimination, harassment, abuse or wrongful termination on account of race, color, religion, sex, sexual orientation, age, marital state, national origin or in any way connected with a violation of any state of federal civil rights law.</p> <p>18. any liability arising from an insured's activities as a director, officer, committee person, volunteer worker or other activities performed in any official capacity for any corporation, association, public authority, charitable institution or other legal entity regardless of whether such activities are performed with or without a fee or other consideration; but this exclusion does not</p>

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apply to **personal injury** or **property damage** arising out of activities performed by an **insured**, without fee, for "not for profit" organizations, provided such **personal injury** or **property damage** is also covered under a policy scheduled in the Declarations;

19. any claim made or suit brought against an **insured** because of **bodily injury** or **property damage** arising out of, contributed to, or resulting from, directly or indirectly:

- a disease which is transmitted by an **insured** through sexual contact; or
- the transmission by an **insured** of the Acquired Immune Deficiency Syndrome (A.I.D.S.) virus by any means.

20. **personal injury**, except to the extent that insurance therefore is provided by the **underlying insurance**;

21. any liability imposed on an **insured** or the **insured's** insurer under any uninsured motorists, underinsured motorists, or **automobile** no-fault or first party **bodily injury** or **property damage** law.

B. This policy does not apply under Coverage B to:

1. **bodily injury** occurring at any time during which the **named insured** does not maintain underlying uninsured motorists insurance;
2. any injury which is not covered or collectible for any reason under the uninsured motorists insurance of the Automobile Liability Policy scheduled in the Declarations.

C. This insurance does not apply under Coverage A or Coverage B to fines, penalties, **punitive** or **exemplary** damages of any kind.

D. This insurance does not apply under any liability coverage:

1. To injury, sickness, disease, death or destruction:
 - a. With respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of this limit of liability; or
 - b. Resulting from the **hazardous properties of nuclear material** and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Expense Coverage, to expenses incurred with respect to **bodily injury**, sickness, disease or death resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the **hazardous properties of nuclear material** if:
 - a. The **nuclear material** (1) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or (2) has been discharged or dispersed therefrom;
 - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
 - c. The injury, sickness, disease, death or destruction arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to injury to or destruction of property at such nuclear facility.

As used in this exclusion:

"**hazardous properties**" includes radioactive, toxic, or explosive properties;

"**nuclear material**" means source material, special nuclear material, or by-product material;

"**source material**", "**special nuclear material**" and "**by-product material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing by-product material; and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph a. or b. thereof;

"**nuclear facility**" means:

- a. Any **nuclear reactor**;

- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium; (2) processing or utilizing spent fuel; or (3) handling, processing or packaging waste;
- c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**;

"Any" includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

A. **Premium.** The premium for this policy is as stated in the Declarations. The **named insured** shall notify the Company within 30 days, in the event:

1. There is a change in the coverage afforded by the **underlying insurance**; or
2. The **named insured** acquires or disposes of any premises, **automobile**, or **watercraft**.

Any premium adjustment shall be made as of the date of such change, acquisition, or disposal in accordance with the Company's rules, rates, and rating plans applicable to the insurance afforded herein.

B. **Insured's Duties in the Event of Occurrence, Claim, or Suit.**

1. In case of an **occurrence** to which this insurance may apply an **insured** or an **insured's** representative must perform the following duties. The Company does not have the duty to provide coverage under this policy if an **insured** fails to comply with the duties listed below and an **insured's** failure to comply is prejudicial to the Company. An **insured** must perform the following:
 - a. Give immediate notice to the Company;
 - b. Provide information regarding:

- 1) Identity of the policy and **insured**;
- 2) The time, place and circumstances of the **occurrence**, and
- 3) The names and addresses of the injured person(s) and/or available witnesses.

2. An **insured** shall submit to an examination under oath by any person designated by the Company and subscribe the same. Upon request, the **insured** shall produce requested documents at the examination under oath.

3. If claim is made or suit is brought against an **insured** for which this insurance may apply, an **insured** shall immediately forward to the Company copies of every demand, notice, summons, or other process received by an **insured** or an **insured's** representative.

4. An **insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to an **insured** because of injury or damage with respect to which insurance is afforded under this policy; and an **insured** shall attend hearing and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

5. An **insured** shall not, except at an **insured's** own expense, voluntarily make any payment, assume any obligation or incur any expense.

C. **Maintenance of Underlying Insurance:**



1. With respect to Coverage A, the **named insured** agrees to maintain the **underlying insurance** in full effect during the policy period for the coverages and minimum **underlying limits** set forth in the Declarations. Such insurance shall not afford sublimits of liability with respect to any coverage or driver.

Failure of the **named insured** to comply with this agreement shall not invalidate this policy, but if any portion of the **underlying insurance** terminates during the **policy period**, is uncollectible for any reason, or has applicable limits of liability lower than the minimum required amounts set forth in the Declarations, this policy shall apply in the same manner it would have applied had the **underlying insurance** been in force, fully collectible, and with the minimum required limits of liability.

The Company shall have no duty to defend any claim or suit, where the **named insured**

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- has failed to maintain the **underlying insurance** for any reason.
2. With respect to Coverage B, the **named insured** agrees to maintain uninsured motorists insurance in full effect during the policy period. If such insurance terminates during the policy period or is uncollectible for any reason, the Excess Uninsured Motorists insurance under this policy does not apply.
- D. **Appeals.** In the event an **insured** or any other interest elects not to appeal a judgment in excess of the **underlying limits**, the Company may elect to do so and shall be liable, in addition to the applicable limit of liability hereunder, for the legal expenses at such appeal (including the taxable court costs and interest incidental thereto), but in no event shall the total liability of the Company exceed the applicable limit of liability set forth in the Declarations plus the expenses of such appeal.
- E. **Action Against the Company.**
- No action shall lie against the Company under Coverage A unless, as a condition precedent thereto:
 - There was full compliance with all the terms of this policy;
 - an **insured** shall have paid or shall have become legally obligated to pay the full amount of the **underlying limits**;
 - Any applicable **retained limit (self-insured retention)** shall have been paid by or on behalf of an **insured**;
 - The amount of an **insured's** obligation to pay **ultimate net loss** shall have been finally determined.
 - No action shall lie against the Company under Coverage B unless, as a condition precedent thereto:
 - There was full compliance with all the terms of this policy;
 - The insurer of the Uninsured Motorists Insurance shall have paid an **insured** the full amount of its limit of liability;
 - The amount of an **insured's** damages shall have been finally determined either by judgment after actual trial or by written agreement of an **insured**, the applicable primary insurer, and the Company;
 - an **insured** shall have taken all appropriate legal action against anyone responsible for injuries.
 - No person or organization shall have any right under this policy to join the Company as a party to any action against an **insured**, nor shall the Company be impleaded by an **insured** or an **insured's** legal representative.
- F. **Payment of Loss.**
- Under Coverage A, an **insured** may pay, with the Company's written consent, the amount of **ultimate net loss** to satisfy a judgment or settlement. The Company will indemnify an **insured** for that part of the judgment or settlement that is within the Company's limit of liability and to which this policy applies. The Company may, at its discretion, pay such amounts on behalf of an **insured**.
 - Under Coverage B, the Company will pay an **insured** the amount of damages that is within the Company's limit of liability and to which this policy applies.
 - Any claim against the Company by an **insured** under either Coverage A or Coverage B of this policy shall be made within twelve months after an **insured**:
 - Pays or becomes legally obligated to pay an amount of **ultimate net loss** within the Company's limit of liability under Coverage A; or
 - Becomes legally entitled to recover an amount of damages within the Company's limit of liability under Coverage B.
- G. **Other Insurance.** The insurance afforded by this policy shall be excess over any other insurance collectible by the **insured**, irrespective of whether such other insurance is stated to be primary, contributing, excess, contingent, or otherwise provided. However, this condition shall not apply to insurance purchased specifically to apply in excess of the Company's limit of liability under this policy.
- H. **Subrogation.** Because this policy provides excess insurance, the **insured's** right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that in case of any payment hereunder, the Company will act in concert with all other interests concerned (including an **insured**), in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow the principle that any interest (including the **insured**) who shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them. The Company shall then be reimbursed out of any balance then remaining up to the amounts paid under this policy. Lastly, the interests (including the **insured**) of whom this policy is in excess, are entitled to claim any residue remaining. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests concerned (including the **insured**) in the ratio of their respective recoveries, or, in the event of the totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.
- I. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- J. **Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the **named insured** shall die, such insurance, as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such; and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.
- K. **Liberalization.** If the Company makes any changes in Personal Excess Liability policy provisions that extend or broaden the coverages without additional premium, such changes shall apply to this policy, provided the proper insurance regulatory agency approves and allows the changes during this policy period.
- L. **Cancellation.**
- This policy may be canceled by the **named insured** by mailing to the Company written notice stating when the cancellation shall be effective.
 - This policy may be canceled by the Company by mailing to the **named insured**, at the address shown in this policy, written notice stating when, not less than 30 days thereafter, such cancellation shall become effective.
- The mailing of notice shall be sufficient proof of notice. The effective date and hour stated in the notice shall be the end of the policy period. Delivery of such written notice, either by the **named insured** or by the company, shall be the equivalent of mailing.
- If the **named insured** cancels the policy, the earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels the policy, the earned premium shall be calculated pro rata. Premium adjustment may be made either at the time cancellation is afforded or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- M. **Bankruptcy and Insolvency.** Bankruptcy or insolvency of the **insured** or the **insured's** estate shall not relieve the Company of any of its obligations hereunder.
- N. **Representations.** By acceptance of this policy, the **named insured** agrees:
- The statements in the application, in the Declarations, and in the subsequent notice relating to **underlying insurance** are his agreements and representations;
- This policy is issued and continued in reliance upon the truth of such statements;
 - The policy embodies all agreements existing between the **named insured** and the Company or any of its agents relating to this insurance.
- O. **Conformity to Statute.** If any provision of this policy is in conflict with statutes of the state in which there is an **occurrence** to which this policy applies, that provision is amended to conform to such statutes. All other terms and conditions of this policy remain unchanged.
- In Witness Whereof, the Company has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company.
- 
President
- 
Secretary

Pacific Specialty Insurance Company
TEXAS PERSONAL UMBRELLA ENDORSEMENTS

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ENDORSEMENT No. LM1-TX-UMB (Ed. 2)
Texas Personal Umbrella Amendatory Endorsement

This endorsement changes your policy. Please read it carefully.

IV. SUPPLEMENTARY PAYMENTS

Paragraph A.2. is replaced by the following:

2. Reasonable expenses incurred by the **insured** at the Company's request, including loss of earnings up to \$100 a day.

Paragraph 1 of the **Insured's Duties in the Event of Occurrence, Claim, or Suit** Condition (B) is replaced by the following:

- P.**
1. In case of an **occurrence** to which this insurance may apply an **insured** or an **insured's** representative must perform the following duties. The Company does not have the duty to provide coverage under this policy if an **insured** fails to comply with the duties

listed below and an **insured's** failure to comply is prejudicial to the Company. An **insured** must perform the following:

- a. Give prompt notice to the Company;
- b. Provide information regarding:
 - 1) Identity of the policy and **insured**;
 - 2) The time, place and circumstances of the **occurrence**; and
 - 3) The names and addresses of the injured person(s) and/or available witnesses.

Paragraph 2 of the **Cancellation** Condition (L) is replaced by the following:

2. **We** may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation, stating the reason for cancellation.

The permissible reasons for cancellation are as follows:

- A. If this policy has been in effect for 60 days or less, **we** may cancel for any reason except, that under the provisions of the Texas Insurance Code.
- B. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by **us**, **we** may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the **insured** which would produce an increase in rate;
 - (4) Loss of **our** reinsurance covering all or part of the risk covered by the policy;
 - (5) If **we** have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver.

The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. **We** may elect not to renew this policy except that under the provisions of the Texas Insurance Code.
2. If **we** elect not to renew this policy, **we** may do so by mailing or delivering to the first **Named Insured**, at the last mailing address

known to **us**, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

2

ENDORSEMENT No. LM4-UMB (Ed. 2)
Personal Injury Exclusion

It is agreed this policy shall not apply to liability arising out of one or more of the following offenses:

1. False arrest, false imprisonment, or malicious prosecution;
2. The publication or utterance of a libel or slander or of other defamation or disparaging material, or a publication or utterance in violation of any individual's right of privacy including publications or utterances in the course of or related to advertising, broadcasting, or telecasting activities conducted by or on behalf of the **named insured**;
3. Wrongful entry or eviction, or other invasion of the right of private occupancy;
4. **Bodily Injury** or **Property Damage** arising out of assault or battery, or out of any act or omission in connection with the prevention or suppression of such acts, whether caused by or at the instigation or direction of an **insured**, his employees, patrons or any other persons; but this exclusion does not apply to **Personal Injury** or **Property Damage** resulting from an act committed for the purpose of preventing or eliminating danger in the operation of any **automobile** or **watercraft**, or for the purpose of protecting persons or property.

All other terms and conditions remain unchanged.

ENDORSEMENT No. LM5-UMB (Ed. 2)
Personal Injury Following Form

It is agreed that except insofar as coverage is available to the **named insured** in the **underlying insurance** as set forth in the schedule of **underlying insurance**, this policy shall not apply to liability arising out of one or more of the following offenses:

1. False arrest, false imprisonment, or malicious prosecution;
2. The publication or utterance of a libel or slander or of other defamation or disparaging material, or a publication or utterance in violation of an individual's right of privacy including publications or utterances in the course of or related to advertising, broadcasting, or telecasting activities conducted by or on behalf of the **named insured**.
3. Wrongful entry or eviction, or other invasion of the right of private occupancy.

All other terms and conditions remain unchanged.

ENDORSEMENT No. LM6 (Ed. 2)
Your Privacy and Its Protection

When you applied to Pacific Specialty Insurance Company, you entrusted **us** with some personal information about yourself. Like you, **we** are concerned about **your** privacy and its protection. Therefore, **we** want you to know about **our** procedures for protecting **your** privacy, and **your** rights and responsibilities regarding recorded information about you. As **our** customer, **we** want you to understand how **we** gather information, and how **we** protect it, and how you can help insure its accuracy.

1. **We** get most of **our** information from you. In most cases, the application you complete gives **us** all the information **we** need to evaluate you or **your** property for insurance. Should **we** need additional information or want to verify information, **we** may get it from persons other than you.
2. Information **we** collect about you is not disclosed to anyone without **your** consent, except when the disclosure is necessary for **us** to conduct **our business** or is required by law. In that case, **we** will share information about you without **your** prior consent to the extent permitted by the state privacy laws. Generally, information will be disclosed without **your** prior consent only to persons or organizations having a **business** interest in an insurance transaction involving you, have a contract with **us** to perform part of **our** insurance function, or have some other **business** relationship with **us**.

Pacific Specialty Insurance Company
TEXAS PERSONAL UMBRELLA ENDORSEMENTS

3. You have the right to review the recorded personal information about you contained in our files and to get a copy. You have the further right to request that we correct, amend or delete any of this information.

You may obtain a more detailed description of the information practices prescribed by law by contacting us at:

Pacific Specialty Insurance Company
ATTN: Underwriting Department
P.O. Box 40
Anaheim, CA 92815

BE SURE TO INCLUDE YOUR NAME, ADDRESS, AND POLICY NUMBER

CONSUMER NOTICE

If a dispute should arise between you and the Company which is not resolved, you may bring the matter to the attention of the Insurance Department. You should contact the Insurance Department only after the contacts between you and the Company, its agent, or other representatives have failed to produce a satisfactory solution to the problem. The Insurance Department's address is:

CALIFORNIA INSURANCE DEPARTMENT
Consumer Services Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

ENDORSEMENT No. LM7 (Ed. 3)
Exclusion of Coverage for Non-Disclosed Vehicles and/or Properties or Vehicles and/or Properties Not Reported Within 30 Days of Acquisition

1. In consideration of the premium charged, it is hereby agreed that this endorsement excludes any liability coverage arising out of the ownership, maintenance, operation or use of **automobiles** and/or properties not disclosed on the application and confirmed on the Declarations.
2. There will be no liability coverage for **automobiles** and/or properties acquired after the inception date of the policy that are not reported to the Company in writing within 30 days of acquisition.

All other terms and conditions remain unchanged.

ENDORSEMENT No. LM8 (Ed. 2)
Pathogenic Organisms Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY.

The following exclusion is added to the policy:

This policy does not provide coverage for:

1. **Bodily Injury, Property Damage, Personal Injury, or "Advertising Injury"** arising out of any "pathogenic organisms", regardless of any other cause or event that contributed concurrently or in any sequence to that injury or damage.

"Pathogenic Organisms" means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

ENDORSEMENT No. LM9 (Ed. 1)
Mold Exclusion (Personal Lines)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy does not provide coverage for any loss, damage, cost, claim, expense, **bodily injury, property damage**, or medical payments arising from or in any way involving, directly or indirectly, mold, fungi, mildew, spores, wet or dry rot, or similar organisms, regardless of cause.

The Company shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

ENDORSEMENT No. LM15 (Ed. 1)
Motor Home Liability Limitation Endorsement

It is agreed that no coverage will extend to any motor home while the motor home is loaned, leased, or rented to others.

All other terms and conditions remain unchanged.

ENDORSEMENT No. LM17 (Ed. 1)
Service of Suit

It is agreed that service or process in suit may be made upon:

Pacific Specialty Insurance Company
3601 Haven Avenue
Menlo Park, CA 94025

And that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The afore-named are authorized and directed to accept Service of Process on behalf of the Company in any such suit and/or upon the request of the **insured** to give a written undertaking to the **insured** that they will enter a general appearance upon the Company in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States, which makes provision therefore, the Company hereon hereby designated the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the afore-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions remain unchanged.

ENDORSEMENT No. LM18 (Ed. 2)-TX
Sexual Abuse Exclusion

In consideration of the premium charged, it is agreed that such coverage as is provided by this policy shall not apply to any claim, demand, and causes of action arising out of or resulting from sexual abuse whether caused by, or at the instigation of, or at the direction of, or omission by, an **insured**, an **insured's** employees, or patrons.

For purpose of this endorsement, abuse means an act which is committed with the intent to cause harm.

All other terms and conditions remain unchanged.

ENDORSEMENT No. LM19 (Ed. 2)
Farm Operations Exclusion

This policy does not provide coverage for any loss due to or arising out of or from any farm operations or the land or acreage owned by or co-owned by an **insured**.

All other terms and conditions remain unchanged.

ENDORSEMENT No. LM20 (Ed. 2)
U.S. Longshoremen's and Harbor Workers' Compensation Act Including Jones Act and Other Admiralty or Maritime Employer's Acts Liability Exclusion

It is agreed that this insurance does not apply:

A. To any liability arising out of:

1. The United States Longshoremen's and Harbor Workers' Compensation Act (U.S. Code 19461 Title 33, Sections 901-49)
2. The Jones Act; or
3. Any other Admiralty jurisdiction or Maritime Employer's Liability Act, including any amendments thereto.

To **Bodily Injury** to:

1. An employee of an **insured** arising out of and in the course of employment by an **insured** in any maritime duty, including but not limited to:

- i) A Longshoreman and/or Harbor Worker; or
- ii) A master or member of the crew of any vessel; or

2. The spouse, child, parent, brother, or sister of that employee as a consequence of (1) above.

This Exclusion applies:

1. Whether an **insured** may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of injury.

With respect to this exclusion, **Bodily Injury** means **bodily injury**, sickness, or disease, including death resulting from any of these at any time.

All other terms and conditions remain unchanged.

ENDORSEMENT NO. LM21 (Ed. 1)
Excluded Drivers

This endorsement changes the policy. Please read it carefully.

There is no coverage under this policy for the "**named insured**" an "**insured**," or "person insured" as defined in the policy for damage arising out of any **occurrence**, accident or loss while any **automobile** listed in the Declarations is driven by any person listed in the Declarations as an Excluded Driver.

ENDORSEMENT No. LM22 (Ed. 1)
Loss Payment

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance under the following:

Personal Umbrella Liability

The following conditions are added and supersedes any provision to the contrary.

A. LOSS PAYMENT

1. Claims Handling
 - (a) Except as provided by Subsection (d) of this section, **we** shall, not later than the 15th day after receipt of notice of a claim:

**Pacific Specialty Insurance Company
TEXAS PERSONAL UMBRELLA ENDORSEMENTS**

- (1) acknowledge receipt of the claim;
 (2) commence any investigation of the claim; and
 (3) request from the claimant all items, statements, and forms that the **we** reasonably believe, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.
- (b) If the acknowledgement of the claim is not made in writing, **we** shall make a record of the date, means, and content of the acknowledgement.
2. Acceptance or rejection of claims
 (a) Except as provided by Subsections (b) and (d) of this section, **we** shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th **business** day after the date the insurer receives all items, statements, and forms required by the insurer, in order to secure final proof of loss.
 (b) If **we** have a reasonable basis to believe that the loss results from arson, **we** shall notify the claimant in writing of the acceptance or rejection of the claim not later than the 30th day after the date **we** receive all items, statements, and forms required by the insurer.
 (c) If **we** reject the claim, the notice required by Subsections (a) and (b) of this section must state the reasons for the rejection.
 (d) If **we** are unable to accept or reject the claim within the period specified by Subsection (a) or (b) of this section, **we** shall notify the claimant, not later than the date specified under Subsection (a) or (b), as applicable. The notice provided under this subsection must give the reasons **we** need additional time.
 (e) Not later than the 45th day after the date **we** notify a claimant under Subsection (d) of this section, **we** shall accept or reject the claim.
 (f) Except as otherwise provided, if **we** delay payment of a claim following its receipt of all items, statements, and forms reasonably requested and required, as provided under Section 2 of this article, for a period exceeding the period specified in other applicable statutes or, in the absence of any other specified period, for more than 60 days, **we** shall pay damages and other items as provided for in Section 542.060 of this article.
 (g) If it is determined as a result of arbitration or litigation that a claim received by **us** is invalid and therefore should not be paid by **us**, the requirements of Subsection (f) of this section shall not apply in such case.
3. Payment of Claims
 If **we** notify a claimant that **we** will pay a claim or part of a claim under Section 3 of this article, **we** shall pay the claim not later than the fifth **business** day after the notice has been made. If

- payment of the claim or part of the claim is conditioned on the performance of an act by the claimant, **we** shall pay the claim not later than the fifth **business** day after the date the act is performed.
4. Exemption
 In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines described in 1. 2. and 3. above are extended for an additional 15 days.
5. Damages
 In all cases where a claim and **we** are liable and not in compliance with the requirements of this endorsement, **we** shall be liable to pay the holder of the policy, or the beneficiary making a claim under the policy, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.
6. Cumulative remedies
 The provisions of this endorsement are not exclusive. The remedies provided herein are in addition to any other remedy or procedure provided by any other law or at common law.
7. Liberal construction
 This endorsement shall be liberally construed to promote its underlying purpose which is to obtain prompt payment of claims made pursuant to policies of insurance.

**ENDORSEMENT No. LM23 (Ed. 1)
Notice of Settlement of Liability Claims**

**THIS ENDORSEMENT CHANGES YOUR POLICY.
PLEASE READ IT CAREFULLY.**

This Endorsement modifies insurance under the following:

Personal Umbrella Liability

The following conditions are added and supersedes any provision to the contrary.

Notice of Settlement of Liability Claims

- (a) **We** shall notify the **named insured** in writing of initial offer to compromise or settle a claim against **us** made under a casualty policy issued to the **named insured**. The notice shall be given not later than the 10th day after the date on which the offer is made.
- (b) **We** shall notify the **named insured** in writing of any settlement of a claim against **us** made under a casualty policy issued to the **named insured**. The notice shall be given not later than the 30th day after the date of the settlement.

**ENDORSEMENT No. LM24 (Ed. 1)
Prohibition on Certain Cancellations and Nonrenewals**

This endorsement changes your policy. Please read it carefully.

This Endorsement modifies insurance under the following:

Personal Umbrella Liability

- A. **We** may not cancel or refuse to renew a policy or contact of insurance based solely on the fact the policyholder in question is an elected official.

**ENDORSEMENT No. LO5 (Ed. 2)
Specified Locations Exclusion (All Hazards In Connection With Designated Premises)**

It is agreed that this insurance does not provide coverage for **Bodily Injury** or **Property Damage** arising out of:

- A. The ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
 B. Operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance, or use of such premises; or
 C. Goods or products manufactured at or distributed from such premises.

All other terms and conditions remain unchanged.

**ENDORSEMENT No. LO6 (Ed. 2)
Owned, Hired, or Leased Automobile Liability Exclusion**

It is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the ownership, maintenance, use, operation, loading or unloading of any owned, hired or leased **automobiles**.

All other terms and conditions remain unchanged.

**ENDORSEMENT No. PM18 (Ed. 1)
Trampoline Exclusion**

**THIS ENDORSEMENT CHANGES YOUR POLICY.
PLEASE READ IT CAREFULLY.**

This policy does not provide any coverage for any:

- a. loss,
 b. damage,
 c. cost,
 d. claim,
 e. expense,
 f. **bodily injury**,
 g. **property damage**, or
 h. medical payments
- arising from or in any way involving, directly or indirectly, a trampoline, regardless of cause.

We shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT No. PM19 (Ed. 1)

Swimming Pool Diving Board and Slide Exclusion

**THIS ENDORSEMENT CHANGES YOUR POLICY.
PLEASE READ IT CAREFULLY.**

This policy does not provide any coverage for any:

- a. loss,
 b. damage,
 c. cost,
 d. claim,
 e. **bodily injury**,
 f. **property damage**, or
 g. medical payments

arising from or in any way involving, directly or indirectly, a swimming pool diving board, slide or similar structure, regardless of cause.

We shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

All other terms and conditions of the policy remain unchanged.

POLICY SERVICE

NOTE: You MUST refer to your policy number when asking for information.

**PACIFIC SPECIALTY
INSURANCE COMPANY**

P.O. Box 40
 Anaheim, CA 92815-0040
 (714) 998-2190
 (800) 303-5000
 (714) 998-3158 Fax

3601 Haven Avenue
 Menlo Park, CA 94025-1010
 (650) 780-4800
 (800) 828-3003

**FOR REPORTING OF CLAIMS:
Please Call:
800-962-1172**

**POLICY NUMBER MUST ACCOMPANY
CLAIM REPORT AND ALL
CORRESPONDENCE**