# PALISADES PERSONAL UMBRELLA POLICY

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This policy is signed by our President and Secretary. However, we will not consider it a complete and valid contract without an accompanying Declarations and any applicable endorsements.

Secretary

President
DEFINITIONS

The words defined below appear in bold type throughout the policy.

AIRCRAFT

Aircraft means any device used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

BODILY INJURY

Bodily Injury means physical bodily harm, sickness, disease, or death.

BUSINESS

Business means trade, profession, or occupation whether on a full-time, part-time, or occasional basis. Farming is also considered a business if it is the insured's primary or full-time occupation.

CAR

Car means a private passenger automobile, station wagon, jeep-type vehicle, or van with four wheels. It is required to be registered and licensed by the laws of its place of garaging and designed for use mainly on public roads. A pick-up truck with four or six wheels and a load capacity of one ton or less is also a car.

This does not include recreational vehicles, farm tractors, farm trailers, and farm implements.

COVERED WATERCRAFT

Covered watercraft means a conveyance designed for water transport that is:

1. Powered by an inboard, outboard, or inboard-outdrive motor, or is a sailboat;
2. used for pleasure purposes only;
3. not capable of speeds exceeding 60 miles per hour;
4. not powered in excess of the manufacturer's recommendations; and
5. Less than 27 feet in length.

Covered Watercraft does not mean:

1. Homemade, kit, or ice boats;
2. Hover, jet-powered, experimental, air-propelled, or amphibious craft;
3. Coastal pontoon boats or submersibles;
4. Hydroplanes; hydrofoils, or watercycles;
5. Military surplus craft; houseboats; or craft used as a primary residence for more than 6 months/year;
6. Personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing, or kneeling on the craft; or
7. Watercraft greater than or equal to 27 feet in length.

Fungi

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

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

HOUSING PROPERTY

Housing Property means 1 or 2 family dwellings, including other smaller detached structures and the grounds, which are shown in Item 4 on the Declarations of this policy as Additional Residences and are not rented or held for rental as a place to live.

All housing property must be covered by required underlying insurance.

INSURED

Insured means:

1. You;
2. The following residents of your household:
   a) your relatives;
   b) any other person under the age of 18 in the care of you or your relatives;
3. With respect to cars, recreational vehicles, and covered watercraft, only as stated below:
   a) any person maintaining, using, loading, or unloading a car, recreational vehicle, or covered watercraft owned by, hired for, or loaned to you, provided such use is within the scope of your permission;
   b) any person included in 2a or 2b above while using, loading, or unloading a car, recreational vehicle, or covered watercraft which is neither owned by such person nor furnished or available for his or her frequent use. This car, recreational vehicle, or covered watercraft must be used within the scope of the owner's permission.

Insured does not mean the owner or lessor of a car, recreational vehicle, or covered watercraft loaned to or hired for your use.

OCCURRENCE

Occurrence means an accident or offense which happens during the policy period, including continuous or repeated acts, omissions, or exposures to substantially the same general harmful conditions, which results in:

1. bodily injury;
2. personal injury; and/or
3. property damage.

All bodily injury, personal injury, and property damage resulting from one accident, one offense, or from continuous or repeated acts, omissions, or exposures of a similar type which result in similar injuries or damages shall be considered one occurrence. This applies regardless of when the injuries or damages become visible or known and regardless of the number of:

1. insureds;
2. claims made or suits brought;
3. persons injured;
4. properties damaged;
5. cars, recreational vehicles, or covered watercraft; or
6. policies.
Occurrence does not include negligent misrepresentations of any nature or kind in the sale of real or personal property.

**OFFENSE**

**Offense** means an act or failure to act listed in the definition of personal injury below.

**PERSONAL INJURY**

**Personal Injury** means injury caused by any of the following offenses during the policy period:

1. false arrest, detention, or imprisonment, or malicious prosecution;
2. libel, slander, defamation of character, or invasion of the right of privacy; or
3. wrongful entry or eviction.

**POLICY LIMIT**

**Policy Limit** means the amount shown in Item 3 on the Declarations of this policy which is in effect at the time of the occurrence.

**PROPERTY DAMAGE**

**Property Damage** means physical injury to or destruction of tangible property, including loss of use of tangible property resulting from its physical injury or destruction. Money, notes, credits, securities, and other similar instruments are not tangible property.

**RECREATIONAL VEHICLE**

**Recreational Vehicle** means an all-terrain vehicle, antique vehicle, classic vehicle, dune buggy, golf cart, motorhome (not used as a residence for 100 or more consecutive days), replica vehicle, and snowmobile. It also means a motorcycle, motorscooter, trailbike, moped, motorized bike, mini-bike, and pedicycle.

**RELATIVE**

A relative is someone who:

1. lives in your household; and
2. is related to you by blood, marriage, or adoption, or is your legal ward or foster child.

**REQUIRED UNDERLYING INSURANCE**

**Required Underlying Insurance** means the insurance described in Item 5 on the Declarations of this policy which is in effect at the time of the occurrence.

The underlying insurance requirement is not met when the underlying insurer:

1. is or becomes insolvent; or
2. has legally denied coverage because of the insured's failure to comply with policy conditions.

**RESIDENCE PREMISES**

**Residence Premises** means:

1. the 1 or 2 family dwelling, including other smaller detached structures and the grounds; or
2. that part of any building where you live.

**RETAINED LIMIT**

**Retained Limit** means the amount of the loss which must be first either paid by the required underlying insurance or deducted before this policy pays. It is the greater of:

1. the total of the applicable limit(s) of all required underlying insurance and any other insurance or bond(s) available to an insured; or
2. $500 if underlying insurance is not required.

**WE, US, OR OUR**

We, us, or our means Palisades Insurance Company as shown on your Declarations.

**YOU OR YOUR**

You or your means the person shown in Item 1 on the Declarations of this policy and that person's spouse who resides in that person's household.

**AGREEMENT**

This policy is a contract between you and us. When we refer to the policy, we mean these pages, your most recent Declarations, and any applicable endorsements. Endorsements add to, delete, or change parts of this policy.

This policy covers liability in excess of the retained limit subject to the terms of this policy.

By accepting this policy, you agree that the statements on your application for this coverage, the applications for your required underlying insurance, and any subsequent information you give us are complete, true, and correct.

This policy contains all the agreements that exist between you and us. Statements made on the application are representations not warranties.

You agree to notify us within 30 days of any change of your address.

You will receive a Declarations page when the policy is first issued, each time a change is made, and at each renewal.

If you pay the premium when due and comply with the terms of the policy, we will provide the insurance described in this policy.

**COVERAGES**

**ADDITIONAL PAYMENTS**

In addition to our limit of liability, if there are no similar provisions in other available liability insurance, in any suit we defend we will pay:

1. premiums on appeal bonds and premiums on bonds to release attachments. We will also pay for bail bonds because of an accident or traffic violation. This does not include bond amounts greater than the policy limit. We will not apply for or furnish such bonds.
2. all court costs charged to an insured.
3. all interest not covered by required underlying insurance that accrues between the time the court decides the amount for which an insured is responsible and the time we have paid, offered,
tendered, or deposited this amount or our policy limits. We will only pay interest on the amount which does not exceed our limit of liability.

4. all expenses we incur defending the suit. If the law or other reasons prevent us from defending the suit, we will pay any expenses an insured incurs with our prior written consent.

5. reasonable expenses incurred at our request. This includes actual loss of earnings up to $100 per day, not to exceed $5,000.

DEFENSE COVERAGE

We will defend any claim or suit for damages arising from an occurrence covered by this policy except for:

1. an occurrence which is covered by required underlying insurance or other liability insurance available to the insured;

2. an occurrence that would have been covered by the required underlying insurance, but the insured failed to maintain it;

3. any suit against an individual insured which results from loss assessments charged by a corporation or association of property owners;

4. any suit brought directly by an insured against an insured. This does not apply to an automobile loss.

We will provide a defense at our expense by counsel of our choice. We may join with the insured or any insurer providing underlying insurance in the investigation, defense, or settlement of any claim or suit.

Our duty to defend ends when the amount we pay for damages equals our limit of liability.

LIABILITY COVERAGE

We will pay all sums up to the policy limit in excess of the retained limit which an insured is legally obligated to pay as damages for bodily injury, personal injury, or property damage to others. However, this does not include any other insurance that is not valid and collectible because of the bankruptcy or insolvency of an insurer.

Coverage for liability arising from the ownership, use, maintenance, loading, or unloading of a car, recreational vehicle, or covered watercraft is provided only if the car, recreational vehicle, or covered watercraft is included within the definitions of this policy. Coverage for liability arising from housing property or residence premises is provided only if the housing property or residence premises is included within the definitions of this policy.

Damages must be due to an occurrence covered by this policy.

LOSS ASSESSMENT COVERAGE

We will pay up to $50,000 for your share of any loss assessment you are legally obligated to pay. It must be incurred during the policy period and be charged by a corporation or association of property owners. This coverage applies only to loss assessments charged against you as owner or tenant of the residence premises. It must arise from an occurrence covered by this policy. The amount we pay for loss assessment is included in the policy limit.

EXCLUSIONS

ADVERTISING, BROADCASTING, PUBLISHING, AND TELECASTING

We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from advertising, broadcasting, publishing, or telecasting that is done for or by an insured.

This exclusion does not apply to those activities incident to pursuits not excused by another section of this policy.

AIRCRAFT

We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from the ownership, maintenance, use, loading, or unloading of any aircraft or hovercraft an insured owns, borrows, rents, or entrusts to another, or over which an insured exercises any other form of control.

AUTO OR MARINE BUSINESS

We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from the maintenance, use, loading, or unloading of a car, recreational vehicle, or watercraft in any kind of auto or marine business. This includes selling, repairing, servicing, storing, or parking such conveyances. It also includes docking, mooring, resting, and delivering such conveyances.

This exclusion does not apply to you or a relative or any business associates while maintaining, using, loading, or unloading your car, recreational vehicle, or watercraft.

BUSINESS PURSUITs

We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising out of or in connection with a business pursued by an insured. This exclusion applies but is not limited to acts or omissions, regardless of their nature or circumstances, involving services or duties rendered, promised, owed, or implied to be provided because of the nature of the business. This exclusion also applies to the sale or rental or holding for rental of any part of any premises by an insured.

This exclusion does not apply to:

1. the occasional or part-time business pursuits of an insured under the age of 18;

2. your ownership, maintenance, use, loading, or unloading of a car or recreational vehicle for your business purposes. However, such car or recreational vehicle must be insured (covering your use) by required underlying insurance.

3. the ownership, maintenance, use, loading, or unloading of a car or watercraft by:
   a) an insured; or
   b) a partner, agent, or employee of an insured.

However, such conveyance must be insured (covering an insured’s use) by required underlying insurance.

4. your household or domestic employees while performing their duties as directed by an insured.

5. your injuring a fellow employee.
6. an occurrence that is covered by a business pursuits endorsement on the required underlying insurance.

CARS, RECREATIONAL VEHICLES, OR WATERCRAFT FOR HIRE
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from the ownership, maintenance, use, loading, or unloading of a car, recreational vehicle, or watercraft covered under this policy to carry people or property for a fee.
This exclusion does not apply:
1. to a car pool; or
2. if an insured causes an accident while a passenger in a non-owned conveyance for hire.

COMMUNICABLE DISEASE
We will not pay for or defend any claim or suit which results from bodily injury or personal injury arising from an insured's transmission of or exposure to any communicable disease, bacterium, parasite, virus, or other organism, including, but not limited to, all venereal and sexually transmitted disease, Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV), and AIDS-related Complex (ARC).

This exclusion also applies to viruses or organisms that have not yet manifested themselves in a disease.

CONTRACTUAL LIABILITY
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from liability assumed by an insured under any contract or agreement.
This exclusion does not apply to written contracts:
1. that directly relate to the ownership, maintenance or use of a residence premises other than for business use; or
2. where the liability of others is assumed by an insured prior to the occurrence.

CONTROLLED SUBSTANCE
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from the sale, use, manufacture, storage, delivery, transfer, or possession of any other act or omission by an insured relative to 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, marijuana, cocaine, LSD, and all narcotic drugs.
This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

DIRECTORS AND OFFICERS LIABILITY
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from any act or failure to act as an officer, trustee, member, or director of any for-profit organization or activity; or as an officer, trustee, member, or director of any not-for-profit organization, activity, or governmental entity if the insured receives any salary, fee, or other compensation.

DISABILITY AND OTHER MANDATED INSURANCE
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage payments to a person eligible for benefits voluntarily provided by an insured or required to be provided under a workers' compensation, non-occupational disability, unemployment compensation, disability, occupational disease, or any similar law. This includes payments to a person eligible to receive benefits that are permitted under any kind of maritime statute.

DISCRIMINATION
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising from discrimination on the basis of age, race, color, sex, sexual orientation, creed, or national origin.

EMPLOYMENT PRACTICES
We will not pay for or defend any claim or suit which results from bodily injury, personal injury or property damage to:
1. A person arising out of any:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of bodily injury or personal injury to that person at whom any of the employment-related practices described in paragraphs a., b., or c. above is directed.

This exclusion applies:
1. Whether the 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 the injury.

FINES, PENALTIES, OR RESTITUTION ORDERS
We will not pay for or defend any claim or suit arising from fines, penalties, or restitution orders.

FUNGI
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage arising directly or indirectly, in whole or in part, from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

HOUSEHOLD
We will not pay for or defend any claim or suit which results from bodily injury, personal injury, or property damage to an insured.

INTENTIONAL ACTS
We will not pay for or defend any claim or suit which
results from **bodily injury** or **property damage** which:
- arises from an act intended by the **insured**; or
- arises from the **insured's** failure to act.

This exclusion does not apply where the **bodily injury** or **property damage** arises from the **insured's** use of reasonable action to protect persons or property.

**INTERNET USAGE**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from the use of the Internet.

**LOSS ASSESSMENTS**

We will not pay for or defend any claim or suit arising from loss assessments which:
1. result from a deductible in the insurance policy purchased by an association of property owners; or
2. are charged against an **insured** as a member of an association of property owners by any governmental body.

**NUCLEAR INSURANCE**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** for which an **insured** under this policy:
1. is also insured under a nuclear liability policy; or
2. would be insured under a nuclear liability policy but for exhaustion of its limit.

**PERSONAL BENEFITS**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** for benefits payable to an **insured** under any no fault, uninsured, or underinsured motorists law.

**PLACE OF RESIDENCE**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from the ownership, maintenance, use, loading, or unloading of a **car**, **recreational vehicle**, watercraft, trailer, camper unit, cap, or similar type of cover being used or located for use as a place of residence.

**POLUTION**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from the alleged, actual, or threatened discharge, dispersal, seepage, leakage, migration, emission, leaching, release, escape or disposal of pollutants at any time, unless the pollution is sudden and accidental. Sudden means an event that is abrupt and instantaneous. This includes any claim or suit resulting from any governmental order or directive concerning any pollutants. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, oil, fuel, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**PROFESSIONAL SERVICES**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from the performance of, or failure to perform, professional services by an **insured** or any person for whose act or failure to act the **insured** is legally responsible.

**PROPERTIES RENTED TO OTHERS**

We will not pay for or defend any claim or suit which results from **bodily injury** or **property damage** arising from the rental or holding for rental of the **residence premises** or any other **housing property**, in whole or in part, owned by an **insured**, including detached structures on the property.

**PROPERTY DAMAGE**

We will not pay for or defend any claim or suit which results from damage to property:
1. owned in whole or part by an **insured**;
2. owned by a corporation or association of property owners of which an **insured** is a member.

**PUBLIC OFFICIALS OR CIVIC ACTIVITIES**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from an **insured's** activities as a holder of public office (whether or not the **insured** is paid), or other civic activities for which an **insured** is paid or otherwise compensated.

**RACING**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from the ownership, maintenance, use, loading, or unloading of a **car**, **recreational vehicle**, watercraft while preparing for or engaging in racing (whether or not organized) or related activities of any kind. This exclusion does not apply to sailboats.

**SEXUAL MOLESTATION, CORPORAL PUNISHMENT, OR PHYSICAL OR MENTAL ABUSE**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from the actual or attempted act by an **insured** of any:

a. sexual molestation, rape, sexual assault, sexual battery, sexual abuse, sexual exploitation, whether intentional or unintentional; or

b. corporal punishment, whether characterized as physical or mental abuse, exploitation, assault, battery, or other mistreatment of any person, whether intentional or unintentional.

We will not pay for or defend any damages arising from the failure of any **insured** to:
1. discover the acts listed above, or
2. take action to ensure that these acts would not be committed by any other person.

**WAR**

We will not pay for or defend any claim or suit which results from **bodily injury**, **personal injury**, or **property damage** arising from any act of war, warlike act, insurrection, rebellion, or revolution, including any consequence of any of these. Any discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
CONDITIONS

ACTION AGAINST US
An insured may not sue us until all terms of this policy have been met. Also, an insured must wait until a settlement has been reached or judgment has been ordered. A settlement or judgment is determined by a court or by agreement between us and the person making the claim.

No person or organization may include us in any legal action against an insured.

No one insured under this policy may assign his or her rights to another or involve us in a suit as a defendant.

APPEALS
If an insured or any underlying insurer does not appeal a judgment that exceeds the required underlying insurance or the retained limit, we may do so. We will pay court costs, expenses, and interest related to the appeal. However, we will not pay more than the policy limit plus the additional costs and interest.

ASSIGNMENT
Assignment of this policy will not be valid unless we give our written consent.

BANKRUPTCY
Bankruptcy or insolvency of an insured does not affect our duties under this policy.

CONFORMITY TO STATE LAWS
If any part of this policy conflicts with the laws of the state where you live, the laws of your state apply.

DUTIES AFTER AN OCCURRENCE
In the event of an occurrence which may involve this policy, an insured must:

1. give us or our agent prompt written notice which identifies:
   a) the policy and insured;
   b) the time, place, and facts of the occurrence; and
   c) names and addresses of the injured and witnesses.

2. send us copies of all letters, notices, demands, summons, and other legal papers relating to the occurrence.

3. cooperate with us in:
   a) investigating, settling, or defending any claim or suit;
   b) enforcing any right of contribution, indemnity, or hold harmless agreement against any person or organization which may be liable to an insured;
   c) conducting suits and other legal proceedings, including attending hearings and trials; and
   d) securing and giving evidence and obtaining testimony, examination under oath, and evidence of witnesses.

FRAUD OR MATERIAL MISREPRESENTATION
This policy is void and there is no coverage for an insured who before, during, or after an occurrence either:

1. intentionally conceals or misrepresents any material fact or circumstance; or
2. makes false statements or engages in fraudulent conduct relating to a loss, this insurance, your application for this coverage, the applications for your required underlying insurance, or other relevant information.

LIBERALIZATION
We can broaden this policy to give more coverage without charge. If we do this, the coverage will expand as of the date the change is effective in your state.

LIMIT OF LIABILITY
This insurance applies separately to each insured. However, the insuring of more than one person will not increase our limit of liability for an occurrence. Our limit of liability does not exceed the per occurrence amount shown in Item 3 on the Declarations of this policy.

OTHER INSURANCE
This policy is excess over any other valid and collectible insurance or insurance that is not valid and collectible because of the bankruptcy or insolvency of an insurer.

POLICY PERIOD AND TERRITORY
The policy period is shown in Item 2 on the Declarations of this policy. Coverage applies to an occurrence which takes place anywhere in the world.

PREMIUM PAYMENT
You must pay the premium by the due date. Failure to pay the premium by the date shown in any premium notice sent to you will result in termination of this policy. Acceptance of our renewal offer can be made only by payment received by us or our agent on or before the renewal date.

If the premium is paid by check or other instrument, and it is not honored, it will be considered a failure to pay the premium.

Changes made to your policy during the policy period may result in premium adjustments.

REQUIRED UNDERLYING INSURANCE
Required underlying insurance must be maintained at all times.

This applies to:

1. any residence premises or housing property owned by, leased to, or furnished for the regular use of an insured;
2. any car, recreational vehicle, or watercraft owned by you;
3. any car, recreational vehicle, or watercraft hired for or loaned to an insured;
4. any car or recreational vehicle hired for, loaned to, or furnished for your regular use in business;
5. automobile liability coverage if any insured has a drivers license, even if no vehicles are owned; and
6. any other activity or exposure requiring underlying insurance as indicated in Item 5 of the Declarations.
If:

1. the required underlying insurance has not been maintained; or
2. the insurer providing the required underlying insurance is or becomes bankrupt or insolvent; or
3. underlying insurance has been denied for an insured's failure to comply with policy conditions

we will still provide the coverages described in this policy. However, the insured will be responsible for payment of damages up to the limits of the required underlying insurance. This policy applies as if the required underlying insurance had been maintained or if the insurer providing required underlying insurance was solvent.

If there is no underlying insurance requirement for an occurrence which is covered under this policy, we will pay the amount the insured is legally obligated to pay over the retained limit up to the policy limit.

SUBROGATION

If we pay under this policy, an insured's rights of recovery against any person or organization responsible for the loss become ours up to the amount we have paid.

TERMINATION

Cancellation by you - If you want to cancel this policy, notify us in writing of the future date on which you want it cancelled. If a refund is due, it will be based on our standard short rate table. The premium refund will be sent to you as soon as practical after we receive your notice of cancellation.

Cancellation by us - If we want to cancel this policy and it has been in effect for less than 60 days and is not a renewal policy with us, we will send you a written notice at least 10 days before it is cancelled. If we want to cancel this policy and it has been in effect for 60 days or more or is a renewal policy with us, we will send you a written notice at least 30 days before it is cancelled.

We may mail the cancellation notice to you at the last address shown on the policy. We and you agree that a proof of mailing of this notice is sufficient proof that you were properly notified. We will keep only the premium for the time the policy was in effect, and we will refund any balance.

Any refund due will be sent to you as soon as practicable. Coverage ends on the date shown on the written notice, not the date you get the premium refund.

Non-renewal by you - When we offer to renew or continue this policy and you do not accept it, coverage will stop at the end of the current policy period. Your failure to pay the renewal premium by the due date indicates your rejection of our renewal offer.

Non-renewal by us - If we decide not to renew this policy, we will send written notice to you. We will send the notice to the last known address shown on the policy. We and you agree that the mailing of this notice is proof that you were properly notified.

Other termination provisions - We will comply with the laws in your state which:

1. require a specific notice period;
2. require a special type of mailing requirement; or
3. impose restrictions on the reasons for cancellations or non-renewal.

WAIVER OF POLICY PROVISIONS

No changes can be made to any part of this policy except by written endorsement issued by us.

WHEN LOSS IS PAYABLE

We will make or tender payment for any occurrence covered by this policy after:

1. a judgment has been resolved by judicial proceeding; or
2. a settlement has been reached by agreement between the person making the claim and us; or
3. other actions we deem appropriate; and
4. the limits of the required underlying insurance have been paid or tendered; and
5. the applicable limits of any other insurance or bonds available to an insured have been paid or tendered.