

THIS POLICY IS NOT COMPLETE WITHOUT A DECLARATIONS PAGE.

RLI Insurance Company
Peoria, Illinois 61615
A Stock Insurance Company

Personal Umbrella Liability Policy
POLICY PROVISIONS

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

PART I - DEFINITIONS

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

A. Automobile means:

- 1. A car, van, pickup truck, motorcycle, moped or motor home;
2. A trailer, farm wagon or hay rack while towed by any motorized vehicle listed in Definition A.1.; or
3. Any motorized vehicle that would otherwise be classified as a Recreational Vehicle that requires motor vehicle registration or operator licensing.

B. Basic Policy or Basic Policies means a policy or policies listed in the Declarations (including renewals, temporary replacements for non-owned Automobiles, or endorsements) which provides primary liability coverage. Basic Policy or Basic Policies does not include a commercial or business general liability policy or other non-personal premises liability policy.

C. Bodily Injury means bodily harm, sickness or disease (including required care, loss of services, and death) to others.

D. Business means a trade, occupation or profession, including farming and ranching. Business also means residential property rented or held for rental to others.

E. Business Property means property on which a Business is operated, including farms and ranches, whether or not such property is occupied or in use.

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

G. Insured Location means a one to four family dwelling, a condominium, a townhouse or a one to two family mobile home that is owned or occupied by you, including any primary, secondary or seasonal dwelling, as well as the other related, private structures and grounds at that location.

H. Occurrence means:

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

I. Personal Injury means damage arising out of the following offenses:

- 1. Libel, slander, or defamation of character;
2. False arrest, willful or false detention or imprisonment, or malicious prosecution; or
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

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

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

L. Property Damage means direct physical damage to tangible property as well as loss of use of that property.

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

N. **Recreational Vehicle** means a motorized vehicle for use on land which does not require motor vehicle registration or operator licensing and which is not intended for use on public highways. **Recreational Vehicle** includes, but is not limited to:

1. Snowmobiles, all-terrain vehicles, motorbikes, golf carts, personal transporters; or
2. Motorized farm, garden, ranch, and maintenance equipment, modified or unmodified, capable of speed that does not exceed twenty-five (25) mph under any circumstances.

O. **Relative** means a person related to you by blood, marriage, civil union, or adoption who resides in your household on a fulltime basis and anyone else in your or a **Relative's** care residing in your household. Any child will be considered residing in your household on a fulltime basis if you or a **Relative** are a legal custodian of the child. A **Relative** includes a student under the age of 26 who is enrolled in school full time, as defined by the school, and residing temporarily away from home.

P. **Self-Insured Retention** means the amount shown in the Declarations that anyone covered by this policy must pay for **Injury** before we pay any amount under this policy. This amount shall be applied if the **Basic Policies** do not provide coverage for the **Occurrence**, but coverage is afforded under this policy.

Q. **Spouse** is an individual married to the Named Insured, including an individual who is a party to a civil union or is in a domestic partnership pursuant to applicable law in the state where the policy is issued.

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

S. **Watercraft** means a boat or craft which is designed for use on water.

PART II – WHO IS COVERED

A. For **Occurrences** not involving motorized vehicles or **Watercraft**:

1. You and your **Relatives** are covered.

2. Any person or organization legally responsible for your or a **Relative's** animals is covered if:

- a. the **Occurrence** arises out of the custody of the animal by that person or organization;
- b. their custody of such animal is with your or a **Relative's** consent; and
- c. the custody is not in the course of any **Business** of such person or organization; and
- d. they are covered under the **Basic Policies** for **Occurrences** involving your or a **Relative's** animals.

3. A trust or any other person or legal entity, in addition to those described above, who is covered as an insured for liability under your **Basic Policies** is covered for such **Occurrence**.

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

1. a. You are covered for any **Automobile, Recreational Vehicle or Watercraft** you own, borrow, rent, or use.
- b. Anyone else who uses an **Automobile, Recreational Vehicle or Watercraft** you own or use as a temporary substitute is covered if:
 - (1) they use it with your express or implied permission; and,
 - (2) the use is for the purpose you intended.

The coverage under paragraph 1. shall not extend to:

- (1) the owner of a borrowed or rented **Automobile, Recreational Vehicle or Watercraft** or his agents or employees; or
- (2) organizations involved in **Automobile, Recreational Vehicle or Watercraft** sales, service, garage or parking **Business**, or their agents or employees.

2. a. Your **Relatives** are covered for any **Automobile, Recreational Vehicle or Watercraft** they own, rent, or use as a temporary substitute or that is furnished for their regular use. Your **Relatives** are covered for any **Automobile, Recreational Vehicle or Watercraft** they borrow if:

- (1) they use it with the owner's express or implied permission; and

- (2) the use is for the purpose intended by the owner.
- b. Anyone who uses an **Automobile, Recreational Vehicle or Watercraft** owned by your **Relative** is covered if:
 - (1) they use it with that **Relative's** express or implied permission; and
 - (2) the use is for the purpose intended by that **Relative**.
- 3. A trust that is covered as an insured for liability under your **Basic Policy** is covered for such **Occurrence**.

PART III – WHAT WE WILL DO

We will pay an amount that anyone covered by this policy becomes legally liable for **Injury** to which this insurance applies due to an **Occurrence** which takes place during the **Policy Period** and in the **Policy Territory**. This insurance applies:

- A. as excess insurance over and above the greater of:
 - 1. The Minimum Limit of Coverage as stated in the Declarations which is required to be provided by the **Basic Policies**; or
 - 2. The actual Limit of Coverage provided by the **Basic Policies** if such actual limit is greater than the Minimum Limit of Coverage as stated in the Declarations.
- B. If **Injury** is not covered under the applicable **Basic Policies** and coverage is afforded under this policy, to the extent such amount exceeds the **Self-Insured Retention** amount stated in the Declarations.

PART IV – REQUIRED BASIC POLICIES

- A. If you or your **Relatives** are covered for **Injury** by this policy, but such **Injury** is not covered under the **Basic Policies**:
 - 1. We have the right and duty to defend you or your **Relative** against legal actions seeking payment from you or your **Relative** because of **Injury**. We will do this even if there are no grounds for the action. We will pay the cost of this defense in addition to the Limit of Coverage.
 - 2. We will pay the premium for appeal bonds as well as reasonable expenses (including loss of earnings up to \$250.00 per day), in addition to the Limit of Coverage. The premium and expenses will be paid only if incurred at our request.

- 3. Our duty to defend, and any obligation we have to pay other defense costs or expenses under this subsection A., ends when the amount we pay or offer to pay for any or all **Injury** equals our Limit of Coverage.
- B. 1. If any of the required **Basic Policies** are:
 - a. not carried, we will pay only as though the **Basic Policies** had been carried; or
 - b. terminated, we will pay only as though the **Basic Policies** had never been terminated.
- 2. If any Limits of Coverage carried under the **Basic Policies** are:
 - a. less than the minimum required limits listed in the Declarations, we will pay only as though **Basic Policies** had been carried with the full Minimum Limit of Coverage required in the Declarations; or
 - b. subject to a sublimit that is less than the minimum required limits listed in the Declarations, we will pay only as though **Basic Policies** had been carried with the full Minimum Limit of Coverage required in the Declarations; or
 - c. reduced by the payment of losses under the **Basic Policies**, we will pay only as though the limits under the **Basic Policies** had not been reduced by the payment of any losses under the **Basic Policies**.
- 3. If any of the **Basic Policies** required to be carried do not cover your **Relatives**, or cover your **Relatives** in an amount less than the Minimum Limits of Coverage listed in the Declarations, we will pay for such **Relatives** only as though the required **Basic Policies** covered them for at least the Minimum Limits of Coverage listed in the Declarations.
- 4. If any of the **Basic Policies** required to be carried do not cover the persons referenced in Part II. B.1.b. or B.2.b. or cover them in an amount less than the Minimum Limits of Coverage listed in the Declarations, we will pay for such persons only as though the required **Basic Policies** covered them for at least the Minimum Limits of Coverage listed in the Declarations.
- 5. If any insurance company providing any **Basic Policies** becomes unable to pay because it is insolvent, we will only pay, subject to this policy's Limits of Coverage, to the extent that the amount for **Injury** exceeds the **Basic Policies'** Minimum Limit of Coverage as listed in the Declarations.

6. Regarding B.1. through B.5. above, we will not be responsible, nor will we pay for, any defense, investigation, negotiation, legal fees, court costs, interest, or any similar fees or costs. We do, however, have the right to enter any such matter if we wish.
7. If the **Basic Policies** do not provide coverage due to failure to comply with conditions in those **Basic Policies**, this policy also will not provide coverage for that claim.

PART V – WHAT IS NOT COVERED – EXCLUSIONS

This policy does not provide coverage for:

- A. **Injury** caused by, resulting from, arising out of or in any way connected with **Business** pursuits or **Business Property**, unless arising from an **Insured Location** and only if the **Injury** is covered by a valid and collectible **Basic Policy** for the full Minimum Limits of Coverage listed in the Declarations. However, this Exclusion (A.) does not apply to **Injury** arising from activities occurring on a farm or ranch which are personal rather than **Business** in nature.
- B. **Injury** caused by, resulting from, arising out of or in any way connected with the **Business** use of an **Automobile**, **Recreational Vehicle** or **Watercraft** unless that use is by you or your **Relatives** and unless the **Injury** is covered by a valid and collectible **Basic Policy** for the full Minimum Limits of Coverage listed in the Declarations.
- C. **Injury** arising out of, or in any way connected with, the **Business** use of any motorized vehicle while engaged in hauling or towing.
- D. **Injury** arising out of the rendering or failure to render a professional service of any nature.
- E. **Injury** arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft by, on behalf of or at the direction of you, a **Relative** or any other person covered by this policy. An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used for or designed to carry people or cargo.
- F. Any obligations under a worker's compensation, occupational disease, unemployment compensation, disability benefits law, or any similar law.
- G. **Personal Injury** or **Bodily Injury** to a household employee, unless also covered by valid and collectible insurance under the **Basic Policy** for the full Minimum Limits of Coverage shown in the Declarations.
- H. **Injury** arising out of activities as an officer or member of the board of directors of any organization or corporation unless that organization or corporation is not formed for

profit and the **Injury** is covered by either (1) a **Basic Policy** for the full Minimum Limits of Coverage shown in the Declarations or (2) valid and collectible primary insurance equal to the personal liability limit listed in the Declarations.

- I. Any claim or **Suit** that is:
 1. Brought by or on behalf of any person who qualifies for coverage under Part II WHO IS COVERED against any other person who qualifies for coverage under Part II WHO IS COVERED; or
 2. Brought by any person who lived in your household during the **Policy Period** against any person who qualifies for coverage under Part II WHO IS COVERED.

Exclusion I.1. does not apply to a claim or **Suit** brought by a passenger, unless that passenger is a Named Insured or **Relative**.

- J. **Bodily Injury** or **Property Damage** caused by an intentional or purposeful act, regardless of whether or not that **Bodily Injury** or **Property Damage** was expected or intended. However, this Exclusion (J.) does not apply to **Bodily Injury** resulting from the use of reasonable force by you or your **Relatives** to protect persons or property.
- K. **Injury** caused by, resulting from, arising out of or connected with any activity for which any criminal charge is brought against anyone covered by this policy, unless the criminal charge arises out of the use of an **Automobile** by you or your **Relative**. This Exclusion (K.) does not apply to statutory liability for ownership of an **Automobile** that may be imposed on you or your **Relative**.
- L. You or anyone else for any **Injury** involving nuclear energy or radiation if the loss is covered, or should have been covered, except for exhaustion of coverage limits by a nuclear energy liability policy.
- M. No-fault benefits, uninsured motorist or underinsured motorist benefits or any other first party benefits.
- N. **Injury** which arises, directly or indirectly, out of the transmission of a communicable disease by you, a **Relative** or any other person covered by this policy.
- O. **Property Damage** to:
 1. Property owned by you or a **Relative**; or
 2. Property rented to, occupied or used by, or in the care, custody or control of, you or a **Relative** to the extent that you or a **Relative** is obligated by contract to provide insurance for such property. However, this Exclusion (O.2.) does not apply to **Property Damage** caused by fire, smoke or explosion.

P. **Injury** arising out of any physical abuse, verbal abuse, sexual abuse, sexual molestation or sexual harassment, whether actual, alleged or threatened. This Exclusion (P.) applies to **Injury** arising from any covered person's act or failure to act.

Q. **Injury** arising out of any speed contest or race involving an **Automobile, Recreational Vehicle or Watercraft**, including but not limited to an impromptu speed or passing contest. This Exclusion (Q.) does not apply to an insured Watercraft operated by sail.

R. **Injury** caused directly or indirectly by war, including the following and any consequences of any of the following:

1. Undeclared war, civil war, insurrection, rebellion or revolution;
2. Warlike act by a military force or military personnel; or
3. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

S. **Injury** arising out of discrimination on the grounds of race, sex, color, national origin, age, creed, disability or sexual preference, or allegation involving any of these acts.

T. **Injury** arising out of the ingestion, inhalation or absorption of lead.

U. **Injury** arising out of the giving or serving of any alcoholic beverage unless also covered by valid and collectible insurance under the **Basic Policy** for the full Minimum Limit of Coverage shown in the Declarations.

V. **Injury** arising from property rented to others or held for rental to others by anyone insured by this policy, unless (1) the property meets the definition of **Insured Location**; and (2) the **Injury** is covered by a valid and collectible **Basic Policy** for the full Minimum Limits of Coverage shown in the Declarations.

W. **Injury** arising out of:

1. The entrustment of real property, an **Automobile, Recreational Vehicle or Watercraft** by anyone covered by this policy to any person; or
2. The negligent supervision of any person or animal by anyone covered by this policy;
3. Any liability statutorily imposed on anyone covered by this policy;

4. Any liability assumed through an unwritten or written agreement by anyone covered by this policy; or

5. The ownership or entrustment of any animal to anyone covered by this policy;

unless also covered by valid and collectible insurance under the **Basic Policy** for the full Minimum Limit of Coverage shown in the Declarations.

X. **Injury** arising out of the ownership, maintenance, operation, boarding or debarking of any **Watercraft** which exceeds forty-five (45) feet in length and/or any model, modified or unmodified, capable of speed that exceeds fifty (50) miles per hour under any circumstances.

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

Y. Actual or alleged **Injury**, including death at any time resulting there from, arising directly or indirectly, in whole or part, from the actual, alleged or threatened exposure to, inhalation of, ingestion of, contact with, absorption, existence of or presence of any **Fungi**, or for the diminution in value, loss of market value, loss of use, removal or abatement of any **Fungi** alleged to be causative or potentially causative of **Bodily Injury, Property Damage, or Personal Injury**.

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

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

Z. **Injury** arising out of premises sold, abandoned or given away by any person covered by this policy, whether residential or commercial.

AA. **Injury** arising out of:

broadcasting, communicating, posting, publishing, searching, accessing or telecasting through the public internet or any local intranet. This includes all electronic communications sent via computer, mobile device, telephone, satellite or any other electronic device unless also covered by valid and collectible insurance under the **Basic Policy** for the full Minimum Limits of Coverage shown in the Declarations.

BB. **Punitive or Exemplary Damages**, fines or penalties.

CC. **Personal Injury** arising out of any offense that first took place before the beginning of the **Policy Period**.

DD. **Injury** arising out of:

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to **Pollutants**:

a. At or from any premises, site or location on which you or any covered person is performing or has performed operations; or

b. At or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to you or any covered person. However, this subparagraph does not apply to:

(1) **Injury** arising out of heat, smoke or fumes from a **Hostile Fire**; or

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

2. Any loss, cost or expense arising out of any:

a. Request, demand or order that you or anyone else test for, monitor, cleanup, remove, abate, remediate, contain, treat, detoxify or neutralize, in any way respond to, or assess the effects of **Pollutants**;

b. Claim or **Suit** for damages because of diminution in value, loss of market value, loss of use, testing for, monitoring, cleaning up, removing, abating, remediating, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**;

c. Any payment of the investigation or defense of any loss, **Injury** or damage or any cost, fine or for any expense, claim or **Suit** related to any of the above.

Pollutants means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, vapor, soot, airborne fibers, fumes, acids, alkalis, chemicals; toxins derived from but not limited to mold, fungus, or decay; and waste derived from any source, including but not

limited to petroleum derivative products, which contaminate, pollute and/or defile any physical substance or matter. Waste includes materials to be recycled, reconditioned or reclaimed.

Hostile Fire means one which becomes uncontrollable or breaks out from where it was intended to be.

EE. **Injury** arising out of the use of any vehicle that is subject to state or federal regulation as a commercial motor vehicle and requires the operator to have a Commercial Drivers License (CDL).

FF. **Injury** caused by, resulting from, arising out of or in any way connected with the use of an **Automobile** used for public livery or enrolled in a personal vehicle sharing program under the terms of a written agreement while being used in connection with such personal vehicle sharing program. This Exclusion (FF.) does not apply to a share-the-expense car pool.

GG. **Injury** arising directly or indirectly out of or otherwise related to the use of a firearm, regardless of who owns, controls, or uses the firearm, unless also covered by a valid and collectible **Basic Policy** or **Basic Policies** for the full Minimum Limit of Coverage shown in the Declarations.

HH. **Injury** arising out of corporal punishment administered by or at the direction of a person covered under this policy.

PART VI – LIMIT OF INSURANCE

The most we will pay for **Injury** because of an **Occurrence** covered under this policy is stated as the each Occurrence Limit of Coverage on the Declarations. There is no limit to the number of **Occurrences** during the **Policy Period** for which a claim may be made. This insurance applies separately to each person covered by this policy, but this does not increase our Limit of Coverage per **Occurrence**.

PART VII – CONDITIONS

A. *Primary Insurance Requirements*

1. You agree that all required **Basic Policies** described in this Policy or the Declarations are in force at the limits described in the Declarations for any:

a. Personal residence, farm, seasonal, secondary or rental property owned, rented or leased by you or any covered person; and

b. **Automobile, Watercraft or Recreational Vehicle** owned, leased, rented or provided for the regular use of any covered person.

2. You agree that all required **Basic Policies** will be maintained with the coverages and at the limits declared and described in the Declarations. Such insurance shall not afford sublimits of liability with respect to any coverage or driver.

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

If an event which is likely to involve this policy, or if you or anyone else covered under the policy is sued in connection with an **Injury** which may be covered under this policy, you and they must do the following:

1. Notify us and your agent as soon as possible;
2. Immediately provide us with any **Suit** papers and any other documents which will help us to defend you or them;
3. Cooperate with us at all times regarding:
 - a. Investigation and settlement of claims;
 - b. Enforcement of your rights against others;
 - c. Attendance at hearings and trials;
 - d. Preservation of evidence; and
 - e. Location of witnesses;
4. Submit to examinations under oath or written questions at our request as often as we reasonably require about any matter relating to the policy or **Occurrence**. We may examine you separately and apart from your **Spouse** or any other individual covered under this policy. In the event of written questions, answers must be signed. At our request, you or anyone else covered under the policy must provide relevant records and documents and permit us to make copies as often as we reasonably require;
5. Assist us generally in the preparation of the defense. Such assistance may include any appeal of a judgment to a higher court, even if the companies who write the **Basic Policies** are not willing to participate with us; and
6. Anyone covered by this policy must do all they can to protect any right they may have to recover from others. These rights will become ours up to the loss we have paid.

D. Legal Action Against Us. A person or organization may bring a **Suit** against us including, but not limited to, a **Suit** to recover on an agreed settlement or on a final judgment against anyone covered by this policy; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits of Coverage. An agreed settlement means a settlement and release of liability signed by us, anyone covered by this policy, and the claimant or the claimant's legal representative.

E. Our Right to Recover Payment. If we make any payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we shall be subrogated to that right. You must do nothing after loss to prejudice that right. However, our right to recover is subordinate to the right you or anyone who is covered by this policy to be fully compensated.

F. Changes. This policy may only be changed by written endorsement issued by us.

G. Conform to Law. If this policy conflicts with state or local laws then it is changed to conform.

H. Liberalization Clause. If we adopt any revision which would broaden coverage under this policy without additional premium within sixty (60) days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.

I. Bankruptcy and Death. Bankruptcy, insolvency, or death of anyone covered under this policy will not affect this coverage. If anyone covered becomes bankrupt, insolvent, or dies, their legal representatives will be covered during this **Policy Period**.

J. Other Insurance. There may be other collectible insurance, in addition to the **Basic Policies**, covering a claim or **Suit** which is also covered by this policy. If this occurs, the other insurance will pay first and this policy will respond in excess of, and not contribute with, the other insurance.

This insurance does not apply until after exhaustion of all other collectible insurance and/or other protection available to anyone covered by this policy, including but not limited to, the **Basic Policies**, personal or commercial automobile insurance, employer's insurance and/or any other protection or indemnification whether primary, excess or contingent.

This provision applies to, but is not limited to, insurance available to anyone covered by this policy as an additional insured under primary and excess policies.

K. Exemplary Damages. In the event of reduction or exhaustion of the **Basic Policies** by payment of **Punitive or Exemplary Damages**, we shall be liable for loss or claims

insured hereunder only to the extent that we would have been liable without reduction or exhaustion of the **Basic Policies by Punitive or Exemplary Damages.**

L. *Cancellation.*

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

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

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

N. *Concealment – Misrepresentation.* This entire insurance is void if you conceal or misrepresent any material fact or circumstance relating to this insurance at any time.

O. *No Voluntary Payment.* No one covered by this policy will, except at that person's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

SPECIAL AGENT