

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 will provide 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 private passenger motor vehicle, motorcycle, moped or motor home; or
 - 2. While towed by a private passenger motor vehicle, a trailer or farm wagon which requires motor vehicle registration and/or operator licensing.
- B. **Basic Policy** or **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. A **Basic Policy** does not mean a commercial general 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, condominium, townhouse or a one to two family mobile home. **Insured Location** includes any primary, secondary and/or seasonal dwelling that is owned or occupied by you, 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 that results in **Personal Injury**.
- I. **Personal Injury** means damages 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;
 - 3. Wrongful eviction, wrongful entry or invasion of privacy; or
 - 4. Assault or battery, if committed to protect persons or property.
- J. **Property Damage** means direct physical damage to tangible property as well as loss of use of the property.
- K. **Recreational Vehicle** means a private passenger motor 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:

- 6. If any of the **Basic Policies** cover insureds referenced in Part II, B.1.b. in an amount less than the Minimum Limits of Coverage listed in the Declarations, we will pay for such insureds, only as though the required **Basic Policies** covered them for at least the Minimum Limits of Coverage listed in the Declarations.
 - 7. If any insurance company providing any **Basic Policies** becomes unable to pay because it is insolvent or will not pay because anyone failed to meet their contractual responsibilities, (other than the notice conditions addressed in C.9. below), 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.
 - 8. In regard to C.1. through C.7. 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.
 - 9. If the **Basic Policies** do not provide coverage due to failure to comply with notice conditions in those **Basic Policies**, this policy also will not provide coverage for that claim.
- C. **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.
 - D. Any obligation you or anyone else has to provide benefits to employees under a worker's compensation, occupational disease, unemployment compensation, disability benefits law, or any similar law.
 - E. **Personal Injury** or **Bodily Injury** to a household employee, unless covered under a **Basic Policy** listed in the Declarations.
 - F. **Injury** arising from 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 under a **Basic Policy** listed in the Declarations.
 - G. 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 - INSUREDS**) against any other person who qualifies for coverage under Part II (**WHO IS COVERED - INSUREDS**); 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 - INSUREDS**).

PART IV - 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 unless the **Injury** is covered by a valid and collectible **Basic Policy** for the full Minimum Limit of Coverage shown in the Declarations. This exclusion does not apply to:
 - 1. You or a **Relative** for **Business** use of an **Automobile** owned by a natural person and not by a corporation, partnership or to the business entity, as long as it is not used as a taxi for hire; or
 - 2. **Injury** arising from activities occurring on a farm or ranch which are personal rather than **Business** in nature.
 - B. **Injury** arising out of the rendering or failure to render a professional service of any nature.
 - H. **Bodily Injury** or **Property Damage** caused intentionally, unless caused in an effort to protect persons or property, regardless of whether or not such **Bodily Injury** or **Property Damage** was expected.
 - I. You or anyone else for any **Injury** involving nuclear energy or radiation if the loss is covered, or should have been covered, except for coverage limits exhaustion, by a nuclear energy liability policy.
 - J. No-fault, uninsured motorist, or underinsured motorist or any similar first party benefits to you or anyone else entitled to coverage under this policy, unless the policy is endorsed to provide such coverage.
- Exclusion G.1. does not apply to a claim or suit brought by a passenger, unless that passenger is a Named Insured or **Relative**.

