

**RLI Insurance Company**

Peoria, Illinois 61615

A Stock Insurance Company

**Personal Umbrella Liability Policy**

**STATE OF VERMONT AMENDATORY ENDORSEMENT**

In accordance with the laws and regulations of the state of Vermont, the policy is amended, as of its effective date, as follows:

1) PART I - DEFINITIONS is amended by adding the following definition:

"P. **Uninsured/Underinsured Automobile** means an **Automobile** which is uninsured for liability insurance coverage, or for which applicable liability insurance coverage at the time of the loss provides the limits of liability which are less than the limits of liability for Uninsured Motorist/Underinsured Motorist Coverage provided by this policy."

2) PART I - DEFINITIONS is amended by adding the following definition:

"Q. **Social Host** means person who is not the holder of a liquor license and is not required to hold a liquor license under Vermont Law."

3) PART III - WHAT WE WILL DO is amended by adding the following provisions:

"A. 3. a. We will pay all sums you or any person insured under this policy is legally entitled to recover as damages from the owner or driver of an **Uninsured/Underinsured Automobile** because of **Bodily Injury** caused by an **Occurrence**. The owner or driver's liability for these damages must result from the ownership, maintenance or use of an **Uninsured/Underinsured Automobile**.

b. Your Uninsured Motorist/Underinsured Motorist Coverage is subject to and included within your Limit of Coverage under this policy as shown in the Declarations, and is not increased or affected by the number of (i) **Automobiles** you or an insured under this policy, own, rent, borrow or use as a temporary substitute, (ii) **Automobiles** involved in the accident, (iii) persons injured or (iv) claims made.

If there is no Uninsured/Underinsured Motorist Coverage shown in the Declarations, the Uninsured/Underinsured Motorist Limit of Coverage shall be \$100,000.

If there is Uninsured/Underinsured Motorist Coverage shown in the declarations, your Uninsured Motorist/Underinsured Motorist Coverage will be the greater of \$100,000 or the limit of Coverage shown on the Declarations. Only one Uninsured/Underinsured Motorist Coverage limit will apply.

c. The Required Basic Policies provisions of the Declarations of the policy are amended to include the requirement of Uninsured Motorist/Underinsured Motorist Coverage, at minimum limits of coverage equal to those listed for **Bodily Injury** under section A. Automobile Liability. We will be liable for damages for **Bodily Injury** resulting from an **Occurrence** only in excess of such minimum limits required to be

maintained by you under the Required Basic Policies provisions of the Declarations, and subject to all terms and conditions of that underlying coverage. The coverage provided by this provision is specifically subject to PART III C. of the policy and nothing in this provision shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or Declarations of the policy, other than as stated herein.

- d. Notwithstanding any provisions in the policy to the contrary, the Limit of Coverage as stated in the Declarations shall be void as to a claim if we appeal a judgement against you with respect to such claim unless you consent to such appeal."

4) Exclusion G. is deleted in its entirety.

5) Exclusion J. is replaced as follows:

"J. 'No-fault' benefits to you or anyone else entitled to coverage under this policy. 'No-fault' refers to benefits paid without regard to fault or legal liability."

6) Exclusion M. is replaced as follows:

"M. **Injury** arising out of sexual abuse and/or sexual molestation, or embarrassment, harassment or humiliation."

7) Exclusion N. is amended to delete the word "unorganized" in the first sentence.

8) Exclusion Q. is replaced as follows:

"Q. **Injury** arising out of lead poisoning unless such liability is also covered by valid and collectible insurance under the appropriate **Basic Policy** for the full Minimum Limit of Coverage shown for such **Basic Policy** in the **Declarations**; but in no event shall liability for **Personal Injury** arising out of lead poisoning at a property you rent to others or use for commercial purposes be covered."

9) Exclusion R. is replaced as follows:

"R. **Injury** arising out of you or any covered person who, as a **Social Host**, knowingly furnishes intoxicating liquor to a minor if the **Social Host** knew, or a reasonable person in the same circumstances would have known, that the person who received the intoxicating liquor was a minor. This exclusion does not otherwise limit coverage for which an insured is legally liable, including losses caused by the negligence of an insured."

10) Exclusion V. is deleted in its entirety.

11) PART VII - OTHER CONDITIONS is amended by replacing Condition I., *Cancellation*, as follows:

"I. *Cancellation*.

1. You may cancel this policy by mailing to us, or any of our agents, written notice stating when thereafter such cancellation shall be effective.
2. We may cancel the policy for any reason during the first fifty-nine (59) days of coverage by mailing to you written notice of cancellation at least fifteen (15) days before coverage ends if cancellation is due to nonpayment of premium or forty-five (45) days before coverage ends if cancellation is for any other reason.

3. If this policy has been in effect for sixty (60) days or more, we may cancel the policy only for one or more of the following reasons:
  - a. nonpayment of premiums;
  - b. fraud or material misrepresentation affecting the policy or in presenting a claim thereunder, or violation of any of the terms or conditions of the policy by you; or
  - c. substantial increase in hazard, but only if prior approval of the Insurance Commissioner is obtained.

If cancellation is due to item a. above, written notice of cancellation will be given to you at least fifteen (15) days before coverage ends. If cancellation is due to either item b. or c. above, written notice of cancellation will be given to you at least forty-five (45) days before coverage ends.

4. We will mail or deliver notice to you at your last known mailing address.
5. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
6. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. Notice of cancellation shall be by certified mail and shall include the reason for cancellation."

12) PART VII - OTHER CONDITIONS is amended by replacing Condition J., *Nonrenewal*, as follows:

"J. *Nonrenewal*.

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to you at the last known mailing address at least forty-five (45) days before the end of the Policy Period. The notice shall contain the reason for nonrenewal.
2. Notice of nonrenewal shall not be required to be given if we have consented to renewal or if you have requested or agreed to renewal or have insured elsewhere or accepted replacement coverage.
3. If we intend to renew the policy, and have the necessary information to do so, we will mail written notice of renewal thereof and the premium for the new Policy Period at least forty-five (45) days prior to the end of the current Policy Period. If we fail to give such notice, coverage will continue in effect at the rate applicable to the current Policy Period for forty-five (45) days after we confirm renewal coverage and premium. You may cancel sooner and earned premium will be calculated on a pro rata basis.
4. If notice is mailed, it shall be by certified mail."

13) PART VII - OTHER CONDITIONS is amended by replacing Condition K., *Concealment - Misrepresentation*, as follows:

"K. *Concealment - Misrepresentation*.

This insurance is void if you intentionally concealed or misrepresented any material fact or circumstance relating to this insurance at the time you applied for this policy. Further, we will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud

committed by you before the effective date of this policy."

SPECIMEN

Attached to and forming part of the policy of the RLI Insurance Company.  
All other terms and conditions of the policy remain unchanged.