



DONALD J O'CONNOR  
4912 WYOMING TRL  
NORTH RICHLAND HILL TX 761807208

Welcome to the Travelers family. We are pleased to have you as a policyholder in our Personal Liability Umbrella of Security (PLUS) program. As a member of the Travelers family, we want you to know that we are committed to providing outstanding service for all your insurance needs.

We have prepared a package of materials especially for you that includes:

- Your Policy Declarations page. This describes the limit of coverage you have selected and other coverages.
- Your new policy contract.
- Materials, if applicable, which are required in your state.

We hope you will take a few minutes to review these materials. Should you have any questions about your PLUS policy, please feel free to contact us at the telephone number displayed on the attached Policy Declarations. We promise to answer your questions thoroughly and quickly. We value you as a customer and want you to be satisfied by the service Travelers provides.

Thank you again for placing your trust in us.

Travelers





## Where you can get information or make a complaint

If you have a question or a problem with a claim or your premium, contact your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.

### Travelers

To get information or file a complaint with your insurance company:

**Call: Consumer Affairs at 1.860.954.2382**

**Toll-free: 1.866.894.0687**

Online: [www.Travelers.com](http://www.Travelers.com)

Email: [complaints@travelers.com](mailto:complaints@travelers.com)

Mail: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

### The Texas Department of Insurance

To get help with an insurance question, learn about your rights, or file a complaint with the state:

**Call: 1.800.252.3439**

Online: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### To compare policies and prices

Visit **HelpInsure.com** to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

## Donde puede obtener información o presentar una queja

Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).

### Travelers

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: Consumer Affairs a 1.860.954.2382**

**Teléfono gratuito: 1.866.894.0687**

En línea: [www.Travelers.com](http://www.Travelers.com)

Correo electrónico: [complaints@travelers.com](mailto:complaints@travelers.com)

Dirección postal: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

**Llame: 1.800.252.3439**

En línea: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### Para comparar pólizas y precios

Visite **HelpInsure.com** para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).





## Privacy Statement for Individual U.S. Personal Insurance Consumers

A few key points include:

- We collect personal information from you, your agent, and from third parties
- We will not share your personal information with others for their marketing purposes without your permission
- We maintain safeguards designed to help prevent unauthorized use, access and disclosure of personal information

<p><b>What type of information do we collect?</b></p>	<p>You give us most of what we need in the application process. To make sure what we have is correct, or to obtain additional information, we may need to check back with you. For example, you may be asked to give us more details in writing, via e-mail or over the phone. In addition, we may obtain other information, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.</li> <li>• Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.</li> <li>• Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.</li> <li>• Information from government agencies or independent reporting companies.</li> <li>• Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).</li> <li>• In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.</li> </ul>
---	---

<p><b>How do we use your personal information?</b></p>	<p>We use the personal information we collect to sell, underwrite and rate, service and administer insurance; to handle claims; to create and market products and services; to prevent and detect fraud; to satisfy legal or regulatory requirements; and for other business purposes and as otherwise allowed by law.</p> <p>Once you're insured with us, we will retain details about your policy(ies). This may include, among other things, bill payment, transaction or claim history and details, as well as other information.</p> <p>When you give us a telephone number, you consent to being contacted at that number, including if the number is for a cell phone or other wireless device. We may contact you in person, by recorded message, by the use of automated dialing equipment, by text (SMS) message, or by any other means your device is capable of receiving, to the extent permitted by law and for reasonable business purposes, including to service your policy or alert you to other relevant information.</p>
<p><b>How do we share your personal information?</b></p>	<p>We do not give or sell your personal information to nonaffiliated third parties for their own marketing purposes without your prior consent.</p> <p>We may give the personal information we collect to others to help us conduct, manage or service our business. When we do, we require them to use it only for the reasons we gave it to them. We may give, without your past permission and to the extent permitted by law, personal information about you to certain persons or organizations such as: your agent or insurance representative; our affiliated property and casualty insurance companies; independent claim adjusters or investigators; persons or organizations that conduct research; insurance support organizations (including consumer reporting agencies); third party service providers; another insurer; law enforcement; state insurance departments or other governmental or regulatory agencies; or as otherwise required or permitted by law. Information we share with insurance support organizations, such as your claims history, may be retained by them and disclosed to others.</p> <p>We may also share your personal information: to comply with legal process; to address suspected fraud or other illegal activities; or to protect our rights, privacy, safety or property, and/or that of you or others.</p>
<p><b>How do we protect your personal information?</b></p>	<p>We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.</p>

<p><b>How can I review and correct the personal information you have about me?</b></p>	<p>If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.</p> <p>You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, let us know in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments.</p> <p>For questions about the right of access or correction to your information, please write to: Travelers, One Tower Square, Hartford, CT 06183, Attn: Privacy Office.</p>
--	--

This notice is given by The Travelers Indemnity Company and its personal insurance property casualty affiliates.  
This notice may be amended at any time. The most current version will be posted on Travelers.com.  
A statement concerning our use of Insurance Score is available on request for Oregon residents.







## IMPORTANT NOTICE ABOUT BILLING OPTIONS AND DISCLOSURES

This notice contains important information about our billing options and charges.

You have chosen to pay your insurance premium in full by Electronic Funds Transfer (EFT). In the event that your payment is returned by your bank, it may result in the automatic conversion of your account from Electronic Funds Transfer (EFT) to Bill by Mail / Email.

To sign up for AutoPay or change your Bill Plan option, visit [MyTravelers.com](http://MyTravelers.com), Mobile App or contact your Travelers insurance representative or agent.

<u>Bill Plan</u>	<u>Monthly</u>	<u>Pay In Full</u>
Electronic Funds Transfer (EFT)	\$ 2.00	No Charge
Recurring Credit Card (RCC)	\$ 2.00	No Charge
Bill by Mail / Email	\$ 5.00	No Charge
Late Charge: \$10.00 per occurrence		
Payments returned by your bank: \$15.00 per occurrence		

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at (530)274-3102.







# A Personal Insurance Liability Booklet

---

## from Travelers

**Especially for:**  
**DONALD J O'CONNOR**



## *The Contents of This Booklet*

---

### **1. Your Declarations:**

A summary of your coverages, amounts of insurance, and premiums for those coverages under the policy.

### **2. Personal Liability Umbrella of Security Policy(PLUS):**

The policy contract describing coverages, rights, and obligations.

### **3. Endorsements:**

Additional coverages or policy provisions applicable to your policy.

### **4. Important Notices:**

Information required by your state but not part of your policy provisions.



## PERSONAL LIABILITY UMBRELLA OF SECURITY POLICY

### Rating Information

No. Premiums

Basic Premium - Includes One Auto and Primary Residence		\$	340.00
Additional Autos	04	\$	110.00
Miscellaneous Exposures (* see below)			
Travelers Companion Policy Credit(s)		\$	100.00
High Risk Exposure			
Subtotal Premium for \$1,000,000 Limit		\$	350.00
Increased Limit Factor			
Subtotal Premium		\$	350.00
Total Premium		\$	350.00

#### \* Miscellaneous Exposures Included:

Additional Residences	N	Rental Units	N	Pools	N
Recreational Vehicles	N	Business Pursuits	N	Farming	N
Watercraft	N	Incidental Occupancy	N		

---

### Policy Forms and Endorsements

PLUS P1 (03-99) Personal Liability Umbrella of Security Policy  
PLUS 01 TX (07-16) Special Provisions - Texas

---

**Your Insurer:** Travelers Lloyds of Texas Insurance Company  
One of The Travelers Property Casualty Companies  
Richardson, Texas 75081

---

### For Your Information

For information about how Travelers compensates independent agents and brokers, please visit [www.Travelers.com](http://www.Travelers.com) or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

## PERSONAL LIABILITY UMBRELLA OF SECURITY POLICY

Named Insured: DONALD J  
O'CONNOR  
Policy Number: 613847713 311 7  
Policy Period: 04-20-23 To: 04-20-24  
Effective Date: 04-20-23

---

### For Your Information (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your agent or representative.

These declarations with policy provisions PLUS P1 (03-99) and any attached endorsements form your Personal Liability Umbrella Policy. Please keep with your policy for future reference.

This policy has a Self Insured Retention of: \$1,000 (See endorsement PLUS 01 TX)

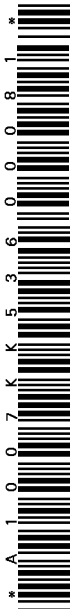






## YOUR PLUS POLICY QUICK REFERENCE

	<b>DECLARATIONS PAGE</b> Your Name Your Address Policy Period Limit of Liability Deductible Amounts Rating Information	
		<b>Beginning On Page</b>
	<b>INSURING AGREEMENT .....</b>	<b>1</b>
	<b>DEFINITIONS .....</b>	<b>1</b>
	<b>DEFENSE AND ADDITIONAL COVERAGES .....</b>	<b>2</b>
	<b>DEDUCTIBLE AMOUNTS .....</b>	<b>3</b>
	<b>EXCLUSIONS .....</b>	<b>3</b>
	<b>CONDITIONS .....</b>	<b>6</b>







"business", or without the owner's permission.

8. **"Lead"** means lead in any form, whether in combination with, an ingredient of, or as a contaminant of, any other substance or material.
9. **"Occurrence"** means:
  - a. An accident, including continuous or repeated exposure to substantially the same general conditions, that results in "bodily injury" or "property damage" during the policy period.
  - b. An offense, including a series of related offenses, committed during the policy period, that results in "personal injury".
  - c. For Loss Assessment coverage, "occurrence" also means:
    - 1) Direct loss to property owned by all members of the corporation or association collectively, but only if the loss is caused by a peril insured against under a "primary insurance" policy and the loss is covered by a property insurance policy issued to the corporation or association;
    - 2) "Bodily injury" or "property damage" liability not excluded by this policy; or
    - 3) An act of a director, officer or trustee of a corporation or association of property owners, acting as a director, officer or trustee, which results in "bodily injury", "property damage", or "personal injury" for which the corporation or association becomes legally responsible, provided the director, officer or trustee:
      - a) Is elected by the members of a corporation or association of property owners; and
      - b) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
10. **"Personal injury"** means injury caused by any of the following offenses committed during the policy period:
  - a. False arrest, detention or imprisonment, or malicious prosecution;
  - b. Libel, slander or defamation of character; or
  - c. Invasion of privacy, wrongful eviction or wrongful entry.
11. **"Pollutants"** means one or more solid, liquid, gaseous or thermal irritants or contaminants including smoke, vapor, soot, fumes, acids, alkalis,

chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

12. **"Primary insurance"** means insurance for the types of liability shown in the "Declarations" that applies to a loss before this policy responds. It includes renewal and replacement policies.
13. **"Property damage"** means physical injury to, destruction of, or loss of use of, tangible property.
14. **"Recreational vehicle"** means any:
  - a. Motorized golf cart when used to play golf on a course; or
  - b. Snowmobile.
15. **"Retained limit"** means the greater of:
  - a. The total limits of any other insurance that applies to the "occurrence" which is available to an "insured"; or
  - b. The applicable deductible amount shown in the "Declarations".
16. **"Residence premises"** means:
  - a. The one to four family dwelling, other structures, and grounds where you reside in at least one of the family units; or
  - b. That part of any other building where you reside. It does not include common grounds.

## DEFENSE AND ADDITIONAL COVERAGES

### A. Defense

1. We will defend an "insured" if sued as a result of an "occurrence" covered by this policy even if the suit is groundless, false, or fraudulent.
2. We have the right to join in the defense of any suit likely to involve us.
3. We will not be obligated to defend any suit:
  - a. If the "occurrence" is covered by any other insurance available to the "insured";
  - b. If there is no applicable "primary insurance" in effect at the time of the "occurrence" and the amount of damages claimed or incurred is not more than the applicable deductible amount shown on the "Declarations"; or
  - c. After our limit of liability has been exhausted by the payment of judgments or settlements.
4. We may investigate and settle any claim or suit as we see fit.

## B. Additional Coverages

- 1. Defense costs.** We will pay for the following in addition to our limit of liability:
  - a.** All costs and expenses we incur to defend a claim or lawsuit against an "insured".
  - b.** Premiums on bonds required in a suit we defend, but only for that portion of the bond not exceeding our limit of liability. We have no duty to apply for or furnish these bonds.
  - c.** Interest which accrues after judgment in a lawsuit and before we pay, offer, or deposit in court that part of the judgment which does not exceed our limit of liability.
  - d.** Reasonable expenses incurred by an "insured" at our request.

This includes actual loss of wages up to \$250 a day due to attendance at hearings or trials at our request.
  - e.** In some countries, we may be prevented from defending an "insured" because of laws or other reasons. In that event, we will pay any expenses incurred with our written consent for the "insured's" defense.

- 2. Loss Assessment.** We will pay, up to \$25,000 in excess of the "retained limit", your share of any loss assessment charged during the policy period against you by a corporation or association of property owners. This only applies when the assessment is made as a result of an "occurrence" covered by this policy.

This coverage applies only to loss assessment charged against you as owner or tenant of the "residence premises".

We do not cover loss assessments imposed as a direct or indirect result of any assessment by any government body against you or a corporation or association of property owners.

Regardless of the number of assessments, the limit of \$25,000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

## DEDUCTIBLE AMOUNTS

Deductible amounts are shown on the "Declarations" for each type of liability. It is important that "primary insurance" with limits equal to at least these deductible amounts be maintained to avoid a serious gap in coverage.

A deductible of \$1,000, however, will apply to each "occurrence" which:

1. Is covered by this policy; and
2. Arises out of a vehicle, property, or other exposure insured by "primary insurance" with limits at least equal to the applicable deductible amount shown on the "Declarations"; and
3. Is not covered under the provisions of the policies referred to in **2.** above.

This provision does not apply to Loss Assessment.

## EXCLUSIONS

This insurance does not apply:

1. To "bodily injury" or "property damage" arising out of an act which is expected or intended by an "insured" to cause "bodily injury" or "property damage". This exclusion applies even if the "bodily injury" or "property damage":
  - a. Is of a different kind, quality or degree than expected or intended; or
  - b. Is sustained by a different person or entity than expected or intended.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to prevent or eliminate danger in the operation of an "auto", "recreational vehicle" or watercraft.

2. To "bodily injury", "property damage", or "personal injury" arising out of "business" pursuits or "business" property of any "insured".

This exclusion does not apply to:

- a.** Part-time jobs of "family members" who are minors or students under 21 years of age.
- b.** Civic activities, other than professional services, performed by an "insured" without pay.
- c.** The incidental use of your "auto", watercraft or "recreational vehicle" by:
  - 1)** Any "insured"; or

- 2) Any partner, agent or employee of any "insured";
- in the "business" of sales, repair, service, storage, parking or transporting of such vehicles.
- However, we do not cover vehicles owned by an "insured" primarily for use in such "business".
- d. The use of "autos" by an "insured" for "business" purposes not described in **2.c.2)** above. However, we do not cover the carrying of persons or property for a fee, other than share-the-expense car pool arrangements.
  - e. The regular rental or holding for rental of any one to four family dwelling or condominium unit of yours for the exclusive use as a residence.
  - f. The rental or holding for rental of any "residence premises":
    - 1) On an occasional basis if used only as a residence;
    - 2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
    - 3) In part, as an office, school, studio or private garage.
  - g. The providing of home day care services, but only when:
    - 1) An "insured" provides such service for a relative of an "insured"; or
    - 2) A mutual exchange of services arrangement exists involving no monetary compensation.
  - h. Incidental farming by any "insured" on the "residence premises".
3. To "bodily injury", "property damage", or "personal injury" arising out of the rendering of or failure to render any professional service.
4. To "bodily injury", "property damage", or "personal injury" arising out of an "insured's" act, error or omission as a member of a corporation's board of directors or as an officer of a corporation. This exclusion does not apply if the corporation:
- a. Is a not for profit corporation;
  - b. Does not involve an "insured's" "business"; and
  - c. Such "insured" serves without pay.
5. To damages an "insured" or any company providing "primary insurance" may have to pay under any of the following laws:
- a. Worker's Compensation;
  - b. Unemployment Compensation;
  - c. Disability benefits; or
  - d. Any other similar law.
6. To "bodily injury", "property damage", or "personal injury" arising out of:
- a. The ownership, maintenance, use, operation, loading or unloading of an aircraft by an "insured";
  - b. The entrustment by an "insured" of an aircraft to any person;
  - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft; or
  - d. The failure to supervise, or the negligent supervision, of any person, by an "insured", in connection with the maintenance, use, operation, loading or unloading of an aircraft.
- An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.
7. To "bodily injury", "property damage", or "personal injury" arising out of:
- a. The ownership, maintenance, use, operation, loading or unloading of an excluded watercraft described below, by an "insured";
  - b. The entrustment by an "insured" of an excluded watercraft described below to any person;
  - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below; or
  - d. The failure to supervise, or the negligent supervision, of any person, by an "insured", in connection with the maintenance, use, operation, loading or unloading of an excluded watercraft described below.
- An excluded watercraft is any personal watercraft (such as a jet ski), airboat, air cushion vehicle, hover-craft, hydrofoil or similar type watercraft which is owned by, leased to, furnished or available for the regular use of you or a "family member".
8. To "bodily injury", "property damage", or "personal injury" arising out of:
- a. The ownership, maintenance, use, operation, loading or unloading of an excluded conveyance described below, by an "insured";

- b. The entrustment by an "insured" of an excluded conveyance described below to any person;
- c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded conveyance described below; or
- d. The failure to supervise, or the negligent supervision, of any person, by an "insured", in connection with the maintenance, use, operation, loading or unloading of an excluded conveyance described below.

An excluded conveyance is any motorized land conveyance having fewer than four wheels, which is owned by, leased to, furnished or available for the regular use of you or a "family member".

This exclusion does not apply to any:

- a. "Recreational vehicle"; or
  - b. Vehicle or conveyance not subject to motor vehicle registration which is:
    - 1) Used to service an "insured's" residence; or
    - 2) Designed for assisting the handicapped.
9. To "bodily injury", "property damage", or "personal injury" arising out of:
- a. The ownership, maintenance, use, operation, loading or unloading of an excluded conveyance described below, by an "insured";
  - b. The entrustment by an "insured" of an excluded conveyance described below to any person;
  - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded conveyance described below; or
  - d. The failure to supervise, or the negligent supervision, of any person, by an "insured", in connection with the maintenance, use, operation, loading or unloading of an excluded conveyance described below.

An excluded conveyance is any dune buggy, swamp buggy, amphibious motor vehicle or all-terrain vehicle, and any other similar land or amphibious motor vehicle which is owned by, leased to, furnished or available for the regular use of you or a "family member".

10. To "bodily injury", "property damage", or "personal injury" arising out of the ownership, maintenance, use, operation, loading, or unloading of any "auto", watercraft, or "recreational vehicle" while

such vehicle is practicing for, or participating in, any:

- a. Prearranged or organized race;
- b. Speed or demolition contest; or
- c. Stunting activity.

However, this exclusion does not apply to a sailboat.

11. To "bodily injury", "property damage", or "personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any "insured"; or
- b. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Subparagraph a. does not apply to "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire is one which becomes uncontrollable or breaks out from where it was intended to be.

12. To "bodily injury" arising out of the actual, alleged or threatened absorption, adsorption, ingestion or inhalation by any person of "lead" or "asbestos" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any "insured".

13. To any loss, cost or expense arising out of any:

- a. Request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that you or any other "insured" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "pollutants".

14. To "bodily injury" or "personal injury" to any person who is related by blood, marriage, or adoption to an "insured" and who is a resident of the household of that person; or "bodily injury" or "personal injury" to you.

15. To any claim for Uninsured or Underinsured Motorists coverage(s) or No-fault benefits unless this policy is endorsed to provide such coverage.
16. To "bodily injury" or "personal injury" arising out of the transmission of a communicable disease by any "insured".
17. To "bodily injury" or "personal injury" arising out of sexual molestation, corporal punishment, or physical or mental abuse.
18. To "bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a 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 cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
19. To "property damage" to:
  - a. Property owned by any "insured".
  - b. Watercraft under the care, custody, or control of an "insured".
  - c. Property rented to, occupied or used by, or in the care of an "insured" to the extent the "insured" is under contract to provide insurance for such damage. However, this exclusion does not apply to liability imposed on the "insured" by common law or statute.
20. To "personal injury" due to:
  - a. Violation of a penal statute or ordinance by or with the knowledge of an "insured";
  - b. Advertising, broadcasting, or telecasting activities by an "insured"; or
  - c. Libel, slander, defamation, or violation of privacy:
    - 1) If the same first injurious publication or utterance occurred prior to the effective date of this insurance; or
    - 2) If the offense committed is about any organization or business, its products, or services, made with the knowledge of the falsity and by or at the direction of an "insured".
21. To amounts assessed against you by a corporation or association of property owners except as provided under Additional Coverages - Loss Assessment.
22. To "bodily injury", "property damage", or "personal injury" for which the "insured" is also covered under a nuclear energy liability policy, even if the limits of liability for that policy have been exhausted.
23. To "bodily injury" or "property damage" caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
24. To "bodily injury", "property damage", or "personal injury" arising out of:
  - a. Ownership;
  - b. Maintenance; or
  - c. Use (including loading or unloading);

of any "auto" by an "insured" outside of the United States of America, its territories or possessions, Puerto Rico or Canada.

This exclusion does not apply to the incidental use of an "auto" by you or a "family member", provided the "auto" is not furnished or available for your or a "family member's" regular use and there is "primary insurance" in force that applies to the "auto" at the time of the "occurrence".
25. To "bodily injury", "property damage", or "personal injury" arising from:
  - a. Ownership;
  - b. Maintenance; or
  - c. Use;

of any "residence premises" owned or leased by an "insured" outside of the United States of America, its territories or possessions, Puerto Rico or Canada.
26. To "bodily injury", "property damage", or "personal injury" for which you or your "primary insurance" provider, or both, have been released from legal liability in full or in part.
27. To a person using an "auto", recreational vehicle" or watercraft without a reasonable belief that that person is entitled to do so.

#### CONDITIONS

1. **Reporting Changes to Us.** Changes may occur to the information you gave us on your application for this coverage or to your "primary insurance" during the policy period. If so, you must inform us before the policy period expires of changes in:
  - a. Limits of liability of your "primary insurance"; or



**b. Types of "primary insurance".**

You do not have to report renewals of your "primary insurance" if they have not been revised. Also, you do not have to report replacements of one "auto" with another "auto".

If you purchase initial or additional "autos", "recreational vehicles", watercraft or "residence premises", we will provide coverage for them until the end of the policy period. However, you must report those changes to us before the policy's expiration and pay any additional premium required.

**2. Duties After Loss.** In case of an "occurrence" which may involve this policy, an "insured" seeking coverage must perform the following duties that apply. You must help us by seeing that these are performed:

- a. Give written notice to us or our agent as soon as is practical, which sets forth:
  - 1) The identity of the policy and "insured";
  - 2) Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - 3) Names and addresses of any claimants and witnesses.
- b. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence".
- c. At our request, help us:
  - 1) To make settlement;
  - 2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - 3) With the conduct of suits and attend hearings and trials; and
  - 4) To secure and give evidence and obtain the attendance of witnesses.
- d. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense.

**3. Legal Action Against Us.** No legal action may be brought against us until:

- a. There has been full compliance with all of the terms of the applicable "primary insurance" policies and this policy; and
- b. We agree in writing that the "insured" has a legal obligation to pay; or
- c. That legal obligation has been finally determined by judgment after a trial.

No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

**4. Severability Of Insurance.** This coverage applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

**5. Bankruptcy.** Bankruptcy or insolvency of an "insured" will neither:

- a. Relieve us of our obligations under this policy; nor
- b. Operate to cause this policy to become primary in the event the "insured" is unable to satisfy the applicable deductible amount shown in the "Declarations" either because of insufficient "primary insurance" or personal assets.

**6. Policy Territory.** This insurance applies anywhere in the world.

**7. Subrogation.** If we pay a loss, we can exercise the rights of an "insured" against any other person liable for the "occurrence". Any recovery will be applied in this order:

- a. To any person who has paid for liability exceeding the limits of our liability;
- b. To us for the amount we have paid;
- c. To any other entitled party.

Reasonable expenses of the recovery will be distributed in proportion to the share of each party's recovery.

**8. Other Insurance.** The coverage afforded by this policy is excess over any other insurance available to an "insured", except insurance written specifically as an excess insurance policy. If any other specifically written excess insurance policy applies, we will contribute on a pro rata basis.

**9. Appeals.** If the "insured" or any other insurer elects not to appeal a judgment which exceeds the "retained limit", we may do so. We will pay the cost and interest incurred in such appeal.

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

**11. Death.** If you die, this policy will cover your estate's legal representative until the end of the policy period but only with respect to the premises and property of the deceased covered under the policy at the time of death.

**12. Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that

change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the "Declarations".

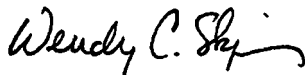
This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

- 13. Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
- 14. Policy Period.** This policy applies only to "bodily injury", "property damage", or "personal injury" which occurs during the policy period shown on the "Declarations". You may continue this policy, subject to our consent, for successive periods by paying required premiums when due.
- 15. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:
- a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements;
- relating to this insurance.
- 16. Cancellation.**
- a. The named insured shown in the "Declarations" may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
  - b. We may cancel this policy by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to

you, or mailed to you at your mailing address shown in the "Declarations". Proof of mailing will be sufficient proof of notice.

- 1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - 2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - 3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel for any reason by letting you know at least 30 days before the date cancellation takes effect.
- c. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation in the first policy year, the return premium will be based on our short-rate table. Otherwise, the return premium will be pro rata.
  - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- 17. Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the "Declarations", written notice at least 30 days before the expiration of this policy. Proof of mailing will be sufficient proof of notice.

This policy is signed for the company which is the insurer under this policy.



Wendy C. Skjerven  
Senior Vice President and  
Corporate Secretary



Michael Klein  
President  
Personal Insurance

**IN WITNESS WHEREOF, the Company has executed and attested these presents.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – TEXAS

### DEFINITIONS

The following definitions are deleted:

1. "Asbestos"
8. "Lead"

The following definitions are revised:

6. "Family member" is deleted and replaced by the following:
6. "Family member" means a person who is a resident of your household who:
  - a. Is related to you by blood, marriage or adoption; or
  - b. Is a ward or foster child; or
  - c. Any other person under 21 years of age who is in the care of any person named above.

Your unmarried dependent children, wards and foster children while temporarily away from home will be considered residents if they intend to resume living in your household.

14. "Recreational Vehicle" means any:

- a. Golf cart; or
- b. Snowmobile.

The following definition is added:

- "Fungi" means:
  - a. Any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
  - b. It does not include any "fungi" that are, are on, or are contained in, products or goods intended for consumption.

### DEFENSE AND ADDITIONAL COVERAGES

#### B. Additional Coverages

The following is added under 1. **Defense costs.**

- f. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "bodily injury" liability coverage applies. We do not have to furnish these bonds.
- g. All costs taxed against the "insured" in the suit.

- h. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

### DEDUCTIBLE AMOUNTS

The second paragraph is deleted and replaced by the following:

A self-insured retention of \$1,000, however, will apply to each "occurrence" which:

### EXCLUSIONS

Exclusion 2. is deleted and replaced by the following:

2. To "bodily injury", "property damage", or "personal injury" arising out of "business" pursuits or "business" property of any "insured".

This exclusion does not apply to:

- a. Part-time jobs of "family members" who are under 21 years of age.
- b. Civic activities, other than professional services, performed by an "insured" without pay.
- c. The incidental use of your "auto", watercraft or "recreational vehicle" by:
  - 1) Any "insured"; or
  - 2) Any partner, agent or employee of any "insured";

in the "business" of sales, repair, service, storage, parking or transporting of such vehicles.

However, we do not cover vehicles owned by an "insured" primarily for use in such "business".

- d. The use of "autos" by an "insured" for "business" purposes not described in 2.c.2) above.
- e. The regular rental or holding for rental of any one to four family dwelling or condominium unit of yours for the exclusive use as a residence.
- f. The rental or holding for rental of any "residence premises":
  - 1) On an occasional basis if used only as a residence;
  - 2) In part for use only as a residence, unless a single family unit is intended for use by



the occupying family to lodge more than two roomers or boarders; or

- 3) In part, as an office, school, studio or private garage.
- g. The providing of home day care services, but only when:
  - 1) An "insured" provides such service for a relative of an "insured"; or
  - 2) A mutual exchange of services arrangement exists involving no monetary compensation.
- h. Incidental farming by any "insured" on the "residence premises".

Exclusion 10. is deleted and replaced by the following:

10. To "bodily injury", "property damage", or "personal injury" arising out of the ownership, maintenance, use, operation, loading, or unloading of any "auto", watercraft, or "recreational vehicle" while participating or competing in, or practicing or preparing for, any:
  - a. Prearranged or organized race;
  - b. Demolition contest;
  - c. Stunting activity; or
  - d. High performance driving or racing instruction course or school.

Provisions a. through d. above apply whether or not any of these are impromptu, organized, or prearranged.

However, this exclusion does not apply to a sailboat.

Exclusion 12. Is deleted.

Exclusion 16. Is deleted and replaced by the following:

16. To "bodily injury" or "personal injury" arising out of the transmission of disease by an "insured" through sexual contact.

The following sentence is added under Exclusion 17.

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

The following exclusions are added:

28. To "Bodily injury" or "property damage" consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by "fungi", other microbes or rot. This exclusion applies, but is not limited to:

- a. The cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of "fungi", other microbes or rot;
- b. Any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or that allegedly should have been given, in connection with "bodily injury" or "property damage" consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by "fungi", other microbes or rot, or the activities described in (1) above;
- c. Any obligation to share with or repay another who must pay damages because of "bodily injury" or "property damage" damage of the type described in this exclusion. This applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the "bodily injury" or "property damage"; and
- d. Liability imposed upon any "insured" by any governmental authority for "bodily injury" or "property damage" consisting of, arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly, by "fungi", other microbes or rot.

29. To "bodily injury", "property damage", or "personal injury" arising out of:

- a. The ownership, maintenance, use, operation, loading or unloading of a "recreational vehicle" by an "insured";
- b. The entrustment by an "insured" of a "recreational vehicle" to any person;
- c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a "recreational vehicle"; or
- d. The failure to supervise, or the negligent supervision, of any person, by an "insured", in connection with the maintenance, use, operation, loading or unloading of a "recreational vehicle".

However, this exclusion does not apply to the extent that, at the time of an "occurrence", the "recreational vehicle" is covered by "primary insurance" for that "occurrence".

30. To "bodily injury", "property damage", or "personal injury" arising out of the ownership, maintenance, use, operation, loading, or unloading of a vehicle while it is being used:

- a. As a public or livery conveyance. When a vehicle is used to carry property for a fee, this Exclusion (30.a.) does not apply to you or a

Page 3 of 4

will be kept of the date, method and content of the acknowledgement.

2. Begin any investigation of the claim.
3. Request from the "insured" all items, statements, and forms that we reasonably believe will be required.

Additional requests may be made if during the investigation of the claim such additional requests are necessary.

After the requested information is received, we must notify the "insured" in writing whether the claim will be paid or has been denied or whether more information is needed:

1. Within 15 business days; or
2. Within 30 days if we have reason to believe the loss resulted from arson.

If payment of the claim is not approved or more time is required for processing, we must:

1. Give the reasons for denying the claim; or
2. Give the reasons more time is required to process the claim. But, we must either approve or deny the claim within 45 days after requesting more time.

In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim handling deadlines as stated above are extended for an additional 15 days.

#### **Loss Payment**

1. If the "insured" is notified that the claim, or part of the claim, will be paid, we will pay within 5 business days after the notice has been made.
2. If payment of the claim, or part of the claim, requires the performance of an act by the "insured", we must pay within 5 business days after the date the act is performed.

#### **Notice of Settlement of Liability Claim**

1. We will notify the "insured" in writing of any initial offer to compromise or settle a claim against the "insured" under this policy. We will give notice within 10 days after the date the offer is made.
2. We will notify the "insured" in writing of any settlement of a claim against the "insured" under this policy. We will give notice within 30 days after the date of the settlement.

All other provisions of this policy apply.