

SAMPLE

Renewal Of Number

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY
STAMFORD, CONNECTICUT**

1-800-356-5750

93EU 000000

**EXCESS PERSONAL UMBRELLA LIABILITY POLICY
DECLARATIONS**

All capitalized terms used in these Declarations have the meanings ascribed to them in this Policy.

Item 1. Named Insured:

Item 2. Mailing Address:

Item 3. Policy Period: _____ to _____ 12:01 A.M. local time at the Mailing Address.

Item 4. Aggregate Limit of Liability:

UNDER NO CIRCUMSTANCES SHALL THE INSURER BE LIABLE FOR MORE THAN _____ IN THE AGGREGATE BY REASON OF ISSUING THIS POLICY. THE AGGREGATE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR EXPENSES OF ANY DEFENSE(S) THE INSURER MAY ELECT TO PROVIDE IN RESPECT OF A CLAIM AGAINST AN INSURED.

Item 5. Premium: \$_____ which must be received by Insurer prior to the commencement date of the Policy.

Item 6. UNDERLYING PERSONAL UMBRELLA INSURANCE:

Company	Policy #	Policy Limits
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Item 7. Endorsements:

ALL CLAIMS MUST BE REPORTED TO NATIONAL LIABILITY & FIRE INSURANCE COMPANY
4016 FARNAM STREET, OMAHA, NEBRASKA 68131
ATTENTION: PERSONAL UMBRELLA CLAIMS

NATIONAL LIABILITY & FIRE INSURANCE COMPANY
STAMFORD, CONNECTICUT
1-800-356-5750
EXCESS PERSONAL UMBRELLA LIABILITY POLICY

IN CONSIDERATION of the premium paid and of the representations made herein and in the application, National Liability & Fire Insurance Company ("Insurer") agrees with the Named Insured as follows:

Article I. INSURING AGREEMENT.

Section 1. Subject to the terms, conditions, limitations and exclusions of this Policy, the Insurer shall indemnify the Insured for Damages caused by an Occurrence for which coverage is provided by the Underlying Personal Umbrella Insurance. Liability shall attach to the Insurer only after the Underlying Personal Umbrella Insurance and any applicable primary insurance have paid the full amount of their respective limits as shown in the Declarations.

Section 2. The Insured shall promptly notify the Insurer and shall keep the Insurer informed of any and all Claims to which this insurance or the Underlying Personal Umbrella Insurance may apply. The Insurer may make such investigation of such Claims as it elects. **In addition, the Insurer shall have the right, but shall have no duty, to investigate or defend any Claim against an Insured.** If the Insurer exercises its option to defend a Claim, it shall have the right to settle that Claim. The Insurer shall not be obligated to continue such defense after the Insurer's limit of liability has been exhausted by payments. If the Insurer does not elect to defend, the Insurer shall have no obligation to indemnify the Insured for the expenses of the defense.

Article II. CONDITIONS.

Section 1. This Policy provides coverage solely for Damages which occur during the Policy Period caused by an Occurrence. Where any Damages are caused by an Occurrence that commences prior to the commencement date of this Policy, there shall be no coverage for any Damages caused by that Occurrence. Where any Insured has notice prior to commencement of the Policy Period that an Occurrence may have resulted in Damages for which an Insured may be liable, this Policy shall not apply to Damages caused by that Occurrence. This Policy does not provide any coverage for Damages arising out of an Occurrence for which the Insurer or any of its affiliates already provides coverage under another Excess Personal Umbrella Insurance commencing prior to the commencement date of this Policy, or would provide such coverage but for the exhaustion of the earlier policy's limit of liability. This Policy does not apply to claims by any Insured against any other Insured.

Section 2. This Policy may not be canceled by either the Insurer or the Insured more than sixty days after commencement of the Policy unless the Underlying Personal Umbrella Insurance is canceled or expires. If the Policy is canceled prior to the expiration date, then the Insurer's Aggregate Limit of Liability shall be reduced to equal the Aggregate Limit of Liability shown in the Declarations multiplied by a fraction, the numerator of which is the number of days the Policy was in force and the denominator of which is 365, and the Insurer's Premium shall be reduced to equal the Premium shown in the Declarations multiplied by a fraction, the numerator of which is the number of days the Policy was in force and the denominator of which is the number of days that was originally to constitute the Policy Period prior to cancellation.

Section 3. The terms of this Policy shall not be waived or changed, except by written endorsement issued to form a part of this Policy. This Policy embodies all agreements existing between the Insured and the Insurer, or any of its agents, relating to this insurance.

Section 4. This insurance shall be in excess of the Underlying Personal Umbrella Insurance, any applicable primary insurance, and any other insurance available to the Insured whether the other insurance is specifically stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless the other insurance is written only as specific excess insurance over the limits of liability provided by this Policy.

Section 5. In the event there is no recovery available to the Insured as a result of the bankruptcy or insolvency of an underlying primary or umbrella insurer, the underlying primary or umbrella insurer refuses to pay amounts due under any of those policies, or the limits of liability of the Underlying Coverage are reduced without the Insurer's prior consent, any coverage hereunder shall apply in excess of the applicable limits of liability specified in Item 6 of the Declarations and the coverage hereunder shall not drop down to fill any gaps in coverage. To the extent such gaps in underlying coverage occur, the Insured shall bear financial responsibility for them. Any change in the Underlying Coverage shall be promptly reported to the Insurer.

Section 6. Under no circumstances shall the coverage of this Policy be broader in any respect than the coverage of the Underlying Personal Umbrella Insurance. Reduction in coverage under the Underlying Personal Umbrella Insurance shall automatically reduce coverage under this Policy pro rata.

Section 7. This Policy has been issued on the basis of the information submitted to the Insurer by the Named Insured. The Premium under this Policy shall automatically increase in an amount equal to any increase in Premium of the Underlying Personal Umbrella Insurance. The Named Insured agrees to give prompt notice of any change in the Premium or other policy terms, conditions, limits or exclusions of the Underlying Personal Umbrella Insurance and to furnish such additional information as the Insurer may require. If the Insured fails to notify Insurer of any such change in the Underlying Personal Umbrella Insurance, Insurer may cancel this Policy. The terms, conditions, limitations and exclusions of this Policy may only be changed by endorsement to this Policy.

Section 8. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement, and all necessary adjustments shall then be made between the Insured and the Insurer.

Section 9. No action shall lie against the Insurer unless, as a condition precedent thereto, the Insured shall have fully complied with all terms and conditions of this Policy, nor until the amount of the Insured's Damages have been fully and finally determined either by judgment against the Insured, after actual trial, or by written agreement of the claimant and the Insurer.

Section 10. It is understood and agreed that this Policy does not apply to Damages caused by, contributed to or arising out of the discharge, dispersal, release or escape of Pollutants into or upon the land, the atmosphere or any course or body of water, whether above or below ground.

This Policy also does not apply to Claims arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants.

Pollutants mean any solid, liquid, gaseous, sonic or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and Waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Section 11. It is understood and agreed that this Policy does not apply to liability arising out of the rental or holding for rental of any part of any premises by any Insured.

Section 12. It is understood and agreed that this Policy does not apply to liability arising out of any employment, business, business activity or commercial endeavor of any Insured.

Section 13. It is understood and agreed that this Policy does not apply to liability arising out of the rendering of or failure to render professional services by any Insured. Professional services includes but is not limited to any service for which a license to perform the service is required by the state in which the service is performed.

Section 14. Definitions.

- 1) Insured - Any person who is an insured under the Underlying Personal Umbrella Insurance at commencement of this Policy.
- 2) Damages - Damages means only those losses Insured is obligated to pay that are covered by the Underlying Personal Umbrella Insurance. Interest, attorneys fees, costs, contract obligations and penalties are not Damages.
- 3) Occurrence - An accident or event unintended and unexpected from the standpoint of any Insured.
- 4) Claim - A suit or demand for payment seeking to recover for Damages covered by this Policy or Underlying Personal Umbrella Insurance.
- 5) Underlying Coverage - Underlying Personal Umbrella Insurance as shown in Item 6. of Declarations and any required underlying insurances to that Underlying Personal Umbrella Insurance as specified in said policy.

Section 15. All expenses incurred by the Insurer in the defense of any suit against an Insured shall be a part of and shall not be in addition to the Policy's Aggregate Limit of Liability.

Section 16. Any dispute arising under this Policy between the Insurer and the Insured shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY

BY _____
Senior Vice President

ATTEST:

Assistant Secretary