

---

## GENERAL PROVISIONS

---

### TABLE OF CONTENTS

	Page
Waiver or Change of Policy Provisions.....	1
Liberalization Clause.....	1
Termination.....	1
Cancellation.....	1
Nonrenewal.....	1
Automatic Termination.....	2
Other Termination Provisions.....	2
Bankruptcy of Any Covered Person.....	2
Other Insurance.....	2
Policy Period.....	2
Territory.....	2
Recovered Property.....	2
Transfer Of Your Interest in This Policy.....	2
Concealment or Fraud.....	3

COPY

## GENERAL PROVISIONS

### 1. WAIVER OR CHANGE OF POLICY PROVISIONS

A waiver or change of any policy provision must be in writing from **us**.

### 2. LIBERALIZATION CLAUSE

If **we** make a change which broadens coverage under this edition of **our** policy or Segment without additional premium charge, that change will automatically apply to **your** insurance as of the date **we** implement the change in **your** state.

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

### 3. TERMINATION

#### Cancellation.

- a. **You** may cancel this policy at any time by returning it to **us**, or **you** may cancel the whole policy or any Segment by letting **us** know in writing of the date cancellation is to take effect.
- b. **We** may cancel for the reasons and with the number of days notice stated below by letting **you** know in writing of the date. This cancellation may be delivered to **you**, or mailed to **you** at **your** mailing address shown in the Coverage Summary. Proof of mailing will be sufficient proof of notice.
- c. **We** may cancel:
  - (1) If **you** do not pay the premium, at any time by letting **you** know at least 10 days before the date cancellation takes effect.
  - (2) When this policy or Segment has been in effect for 60 days or less and is not a renewal with **us**, for any reason by letting **you** know at least 10 days before the date cancellation takes effect.

(3) When this policy or Segment has been in effect for more than 60 days or at any time if it is a renewal with **us**:

- (a) If there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the policy; or
- (b) If the risk has changed substantially since the policy was issued;
- (c) For a "**MOTOR VEHICLE**" Segment if **your** driver's license or that of:
  - (i) Any driver who lives with **you**; or
  - (ii) Any driver who customarily uses **your** covered **motor vehicle**;has been suspended or revoked. This must have occurred during the policy period.

This can be done by letting **you** know at least 30 days before the date cancellation takes effect.

#### Nonrenewal.

- a. **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 Coverage Summary, written notice at least 30 days before the expiration date of this policy.
- b. **We** may elect not to renew a Segment by delivering to **you** or mailing to **you** at **your** mailing address shown in the Coverage Summary, written notice at least 20 days for motor vehicles and 30 days for all other coverages before the expiration of the Segment.
- c. In either case, proof of mailing will be sufficient proof of notice.
- d. If the policy period is:

# Your Policy

- (1) Less than 6 months, **we** will have the right not to renew or continue this policy every six months after its original effective date.
- (2) 1 year or longer, **we** will have the right not to renew or continue this policy at each anniversary of its original effective date.

## Automatic Termination.

If **we** offer to renew or continue this policy or any Segment and **you** or **your** representative do not accept, the policy or Segment will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that **you** have not accepted **our** offer.

If **you** obtain other insurance, any similar insurance provided by this policy will terminate on the effective date of the other insurance.

## Other Termination Provisions

- a. If this policy is canceled, **you** may be entitled to a premium refund. If so, **we** will send the refund to **you** or **your** agent. The premium refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a condition of cancellation.
- b. The effective date of cancellation stated in the notice shall become the end of the policy period for this policy or the indicated Segment(s).

## 4. BANKRUPTCY OF ANY COVERED PERSON

Bankruptcy or insolvency of **you** or any covered person, as defined in the applicable Segment, shall not relieve **us** of any of **our** obligations.

## 5. OTHER INSURANCE

When there is other applicable insurance, **we** will provide coverage as follows:

- a. In the first year of this policy, prior to the exposure's effective date shown in the Coverage Summary for what will be a covered Segment, **we** will pay all covered claims up to the limits **you** have purchased in excess of the total limits of all other policies.

- b. During the first and subsequent years of this policy for those exposures shown effective in the Coverage Summary, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.
- c. No one will be entitled to any payment that duplicates payment under any other Segment of this policy or from any other source of recovery for the same element of loss.

Exceptions to this provision (5.) may be stated and specifically identified in the provisions of the applicable Segment or in an endorsement to this policy.

## 6. POLICY PERIOD

Claims under this policy must be for:

- a. Loss under the property coverages; or
- b. Liability arising from an **accident** or occurrence as defined in the applicable Segment;

which occurs during the policy period shown on the Coverage Summary.

## 7. TERRITORY

The policy territory is worldwide.

Exceptions to this provision (7.) may be stated in the provisions of the applicable Segment or in an endorsement to this policy.

## 8. RECOVERED PROPERTY

If **you** recover any property that **we** have made payment on under this policy **you** must immediately notify **us**. If the recovery is made prior to the conclusion of the loss adjustment, **you** will have the option to retain the property and **we** will adjust the loss payment based on the value of the property.

## 9. TRANSFER OF YOUR INTEREST IN THIS POLICY

**Your** rights and duties under this policy may not be assigned without **our** written consent.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# Your Policy

However, if any person named in the Coverage Summary dies, coverage will be provided for:

- a. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Coverage Summary; and
- b. The legal representative of the deceased person as if a named insured shown in the Coverage Summary. This applies only with respect to:
  - (1) The premises and property of the deceased covered under the policy at the time of death; and
  - (2) The representative's legal responsibility to maintain or use **your** covered vehicle, if this policy provides motor vehicle coverage.

Coverage will be provided only until the end of the policy period.

## 10. CONCEALMENT OR FRAUD

This insurance is based on **your** honest cooperation with **us**, so the information **you** gave to **us** must be correct to the best of **your** knowledge.

Therefore:

- a. For Personal Liability, Optional Excess Liability Home - Medical Expense and Dwelling Fire - Medical Expense, **we** do not provide coverage to one or more **covered persons** who whether before or after a loss has:
  - (1) Concealed or misrepresented any material fact or circumstance; or
  - (2) Engaged in fraudulent conduct; or
  - (3) Made false statements relating to this insurance;whether as to eligibility or claim entitlement.
- b. For all other coverages, **we** do not provide coverage if whether before or after a loss one or more **covered persons** has:
  - (1) Concealed or misrepresented any material fact or circumstance; or
  - (2) Engaged in fraudulent conduct; or
  - (3) Made false statements relating to this insurance;whether as to eligibility or claim entitlement.