

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ALASKA PERSONAL UMBRELLA ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

DEFINITIONS

7. *Follow form* is deleted and replaced by the following:
7. *Follow form* means we will pay *damages* to the extent that the *damages* are covered under both *required underlying insurance* and this policy. When this policy pays *damages* in excess of *required underlying insurance* exhausted by payment of claims, this policy will not provide broader coverage than is provided under *required underlying insurance*.

PERSONAL UMBRELLA COVERAGE

EXTRA BENEFITS

1. **Legal Services** is amended as follows:
- d. is deleted and replaced by the following:
 - d. In jurisdictions where we are prevented from defending an *insured person* for a covered loss because of laws or other reasons, we will pay any expenses incurred with our consent for the *insured person's* defense.

DAMAGES WE DO NOT COVER

12. **Communicable Disease** is deleted and replaced by the following:
12. **Communicable Disease**
- We do not cover any *damages* which arise out of any communicable disease from an *insured person*, including but not limited to:
- a. The transmittal of;
 - b. Exposure to;
 - c. Perceived threat of; or
 - d. Fear of transmittal of exposure to;
- any communicable disease.
- This includes *damages* for *personal injury* arising out of the failure to supervise or the negligent supervision of a person.
13. **Molestation, Harassment Or Abuse** is deleted and replaced by the following
13. **Molestation, Harassment Or Abuse**
- We do not cover any *damages* arising out of:
- a. Sexual molestation;
 - b. Sexual harassment;
 - c. Physical or mental abuse; or
 - d. Corporal punishment;
- whether intended or not.
- This includes *damages* for *personal injury* arising out of the failure to supervise or the negligent supervision of a person.

15. Controlled Substance is deleted and replaced by the following:

15. Controlled Substance

We do not cover any *damages* arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance 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 lawful orders of a licensed health care professional.

This includes *damages* for *personal injury* arising out of the failure to supervise or the negligent supervision of a person.

16. Criminal Or Dishonest Acts is deleted and replaced by the following:

16. Criminal Or Dishonest Acts

We do not cover any *damages* arising out of criminal, dishonest or fraudulent acts or omissions by or at the direction of an *insured person*.

23. Resident Liability is deleted and replaced by the following:

23. Resident Liability

We do not cover:

- a. Any *damages* for *personal injury* to you or a *family member*, or
- b. Any claim made or suit brought to repay or share damages with another person who may be obligated to pay damages because of *bodily injury* or *personal injury* to you or a *family member*.

However, this exclusion does not apply to *damages* for *personal injury* to you or a *family member* arising out of the ownership, maintenance or use of any *auto* or *recreational motor vehicle*.

CONDITIONS

2. Concealment Or Fraud is deleted and replaced by the following:

2. Concealment Or Fraud

We provide coverage to no *insured persons* under this policy in any case involving misrepresentations, omissions, concealment of facts, or incorrect statements:

- a. That are fraudulent;
- b. That are material either to the acceptance of the risk, or to the hazard assumed by us; or
- c. If we, in good faith, would not have:
 - (1) Issued the policy or contract
 - (2) Issued a policy or contract in as large an amount, or at the same premium or rate; or
 - (3) Provided coverage with respect to the hazard resulting in the loss;if the true facts had been made known to us as required either by the application for the policy or contract or otherwise.

3. Termination is deleted and replaced by the following:

3. Termination

a. Cancellation

- (1) You may cancel this policy at any time by letting us know in writing of the future date cancellation is to take effect.
- (2) We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. If you are 70 years of age or older and have made a written request to us, we will also provide notice to your designee. This cancellation notice will be mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (a) We may cancel at any time by letting you know at least 10 days before the date cancellation takes effect if we cancel for:
 - (i) Conviction of the *insured person* of a crime having as one of its necessary elements an act increasing a hazard insured against; or
 - (ii) Discovery of fraud or material misrepresentation made by the *insured person* or a representative of the *insured person* in obtaining the insurance or by the *insured person* in pursuing a claim under the policy.
- (b) When you have not paid the premium, we may cancel at any time by letting you know at least 20 days before the date cancellation takes effect.
- (c) We may cancel at any time by letting you know at least 30 days before the date cancellation takes effect if we cancel for:
 - (i) Discovery of a grossly negligent act or omission by the *insured person* that substantially increases the hazards insured against; or
 - (ii) Physical changes in the insured property that result in the property becoming uninsurable.
- (3) When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- (4) If we cancel, we will refund any return premium to the agent or broker of record or directly to you:
 - (a) Within 45 days after notice of cancellation is given for a reason described in Paragraph (2)(a) or (2)(b); or
 - (b) Before the effective date of cancellation for a reason described in Paragraph (2)(c).
- (5) If you cancel, we will refund any return premium to the agent or broker of record or directly to you within 45 days of the latter of:
 - (a) The receipt of the request for cancellation; or
 - (b) The effective date of cancellation.

b. Nonrenewal

We may elect not to renew this policy. We may do so by mailing to you written notice at least 30 days before the expiration date of this policy. This notice will be mailed to you at your last address known to us, and we will obtain a certificate of mailing.

8. Other Insurance is deleted and replaced by the following:

8. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

However, if other valid and collectible insurance applies to the same loss and the Other Insurance provision for the other collectible insurance applies on the same basis as this policy, we will pay only the proportion of the loss that the limit of insurance that applies under this policy bears to the total amount of insurance covering the same loss.