

# **MUTUAL BENEFIT INSURANCE COMPANY**

**A member of Mutual Benefit Group**



**409 PENN STREET  
PO BOX 577  
HUNTINGDON PA 16652-0577**

**NON-PARTICIPATING POLICY**

To report a claim, 24 hours a day, 7 days a week, call:  
**1-800-290-6361**

To report an auto glass claim, call:  
**1-800-232-8315**

For all other inquiries, call:  
**1-800-283-3531**

**[www.mutualbenefitgroup.com](http://www.mutualbenefitgroup.com)**

This policy cover, the policy provisions, declarations or information page, and endorsements, if any, complete your policy. We will provide the insurance described in return for the premium payment by you and your compliance with applicable policy provisions.

### **MUTUAL POLICY PROVISIONS**

This policy is issued by a Mutual Corporation organized and existing under the laws of the Commonwealth of Pennsylvania. All persons insured with and continuing to be insured by this Company shall be members thereof during the period they shall remain insured.

The policy is non-assessable, and the named insured shall not be liable for any additional contingent premium or any other contingent liability on this policy.

The Annual Meeting of the Company shall be held on the First Friday of March of each year in the city of Huntingdon, Pennsylvania.

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



---

Gary A. Williams, President and CEO



---

Joseph L. Sloan, Secretary of the Board  
Chief Financial Officer, Vice President and Treasurer

**Mutual Benefit Insurance Company**

A member of Mutual Benefit Group

409 Penn Street, PO Box 577

Huntingdon, Pennsylvania 16652-0577

New

Co. Use Only: #1

Direct Billed

CP39

01/30/2024

**POLICY NUMBER: PU50003504****PERSONAL UMBRELLA DECLARATIONS**

**Agency Name and Address:** BS CORPORATION  
TEST AVENUE  
HUNTINGDON, PA 16652-  
  
Phone 000-000-0000

**Agent Code:** M9948**Named Insured:** CAITLIN OWNERLY

**Address:** 28 W FRANKLIN ST  
HAGERSTOWN, MD 21740-4972

**Policy Period:** 10/02/2023 to 10/02/2024 12:01 a.m. Standard Time**Date Risk New:** 10/02/2023**LIMIT OF  
LIABILITY**

\$1,000,000

**DEDUCTIBLE  
PER OCCURRENCE**

\$250

**TOTAL ANNUAL PREMIUM**

\$130

**Schedule of Underlying Policies**

<b>Policy Number</b>	<b>Description</b>	<b>Limit of Liability (in thousands)</b>	<b>Insurer</b>
HO20088430	Home	500	MUTUAL BENEFIT

Mutual Benefit Insurance Company will consider your claims history for purposes of determining whether to cancel or refuse to renew your policy.

**Mutual Benefit Insurance Company**

A member of Mutual Benefit Group

409 Penn Street, PO Box 577

Huntingdon, Pennsylvania 16652-0577

New

Co. Use Only: #1

Direct Billed

CP39

01/30/2024

Insured: CAITLIN OWNERLY

Policy Number: **PU50003504**

Agent: BS CORPORATION

Policy Period: 10/02/2023 to 10/02/2024

**FORM SCHEDULE**

Form Number		Form Description
DL9801	0698	Personal Umbrella Liability Policy
DL9811	0698	Personal Umbrella Liability Policy Auto Liability Exclusion Endorsement
DL9817	0402	Personal Umbrella Liability Policy Exclusion - Fungi, Wet or Dry Rot, or Bacteria Endorsement
DL9912	1015	Personal Umbrella Liability Policy Public or Livery Conveyance Exclusion Endorsement
FL9859	0115	Personal Umbrella Liability Policy Amendment of Policy Provisions - Maryland
MB0007	0123	Mutual Benefit Insurance Company Policy Cover - Non-Participating
MBDL9870	0704	Personal Umbrella Liability Policy Amendment of Policy Provisions - General
PU0001	0611	Co-Owners Interest Endorsement

## PERSONAL UMBRELLA LIABILITY POLICY

### AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

#### I. Definitions

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

B. "We", "us" and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Auto" means:

1. A private passenger motor vehicle, motorcycle, moped or motor home; or
2. While towed by a private passenger motor vehicle, a trailer, farm wagon or farm implement.

E. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

F. "Business" includes trade, profession or occupation.

G. "Family member" means a resident of your household who is:

1. Your relative, including a ward or foster child; or
2. Under the age of 21 and in the care of you or an "insured" who is age 21 or over.

H. "Fuel System" means:

1. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and
  - a. Are, or were, located on any single location covered by "underlying insurance"; and

b. Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:

- (1) To heat or cool a building;
- (2) To heat water;
- (3) To cook food; or
- (4) To power motor vehicles, other motorized land conveyances or watercraft owned by an "insured";

2. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in Paragraph H.1.;

3. Filler pipes and flues connected to one or more containers, tanks or vessels described in Paragraph H.1.;

4. A boiler, furnace or a water heater, the liquid fuel for which is stored in a container, tank or vessel described in Paragraph H.1.;

5. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in Paragraph H.1.; or

6. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in Paragraph H.1.

I. "Insured" means:

1. You.
2. A "family member".
3. Any person using an "auto", "recreational motor vehicle", or watercraft, which is owned by you and covered under this policy. Any person using a temporary substitute for such "auto" or "recreational motor vehicle" is also an "insured".
4. Any other person or organization but only with respect to the legal responsibility for acts or omissions of you or any "family member" while you or any "family member" is using an "auto" or "recreational motor vehicle" covered under this policy. However, the owner or lessor of an "auto" or "recreational motor vehicle" loaned to or hired for use by an "insured" or on an "insured's" behalf, is not an "insured".

5. With respect to animals owned by you or any "family member", any person or organization legally responsible for such animals. However, a person or organization using or having custody of such animals in the course of any "business" or without the consent of the owner is not an "insured".
- J. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  1. "Bodily injury"; or
  2. "Property damage".
- K. "Personal injury" means injury arising out of one or more of the following offenses:
  1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
  4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  5. Oral or written publication of material that violates a person's right of privacy.
- L. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- M. "Recreational motor vehicle" means:
  1. All-terrain vehicle;
  2. Dune buggy;
  3. Golf cart;
  4. Snowmobile; or
  5. Any other motorized land vehicle which is designed for recreational use off public roads.
- N. "Retained limit" means:
  1. The total limits of any "underlying insurance" or any other insurance that applies to an "occurrence" or offense which:
    - a. Are available to an "insured"; or
    - b. Would have been available except for the bankruptcy or insolvency of an insurer providing "underlying insurance"; or
  2. The deductible, if any, as stated in the Declarations, if the "occurrence" or offense:
    - a. Is covered by this policy; and

- b. Is not covered by "underlying insurance" or any other insurance.

- O. "Underlying insurance" means any policy providing the "insured" with primary liability insurance covering one or more of the types of liability listed in the Declarations and at limits no less than the retained policy limits shown for those types of liability listed in the Declarations.

## II. Coverages

### A. Insuring Agreement

We will pay damages, in excess of the "retained limit", for:

1. "Bodily injury" or "property damage" for which an "insured" becomes legally liable due to an "occurrence" to which this insurance applies; and
2. "Personal injury" for which an "insured" becomes legally liable due to one or more offenses listed under the definition of "personal injury" to which this insurance applies.

Damages include prejudgment interest awarded against the "insured".

### B. Defense Coverage

1. If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" or "personal injury" caused by an offense to which this policy applies, we:

- a. Will provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. However, we are not obligated to defend any suit or settle any claim if:

- (1) The "occurrence" is covered by other "underlying insurance" available to an "insured";

- (2) There is no applicable "underlying insurance" in effect at the time of the "occurrence" or offense and the amount of damages claimed or incurred is less than the applicable deductible amount shown in the Declarations.

- b. May join, at our expense, with the "insured" or any insurer providing "underlying insurance" in the investigation, defense or settlement of any claim or suit which we believe may require payment under this policy.

However, we will not contribute to the costs and expenses incurred by any insurer providing "underlying insurance"; and

- c. Will pay any expense incurred for the "insured's" defense, with our written consent, in any country where we are prevented from defending an "insured" because of laws or other reasons.
- 2. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages in judgment or settlements resulting from the "occurrence" or offense equals our limit of liability.

### C. Additional Coverages

In addition to our limit of liability, we will pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts to the extent they exceed our limit of liability. We need not apply for or furnish any bond; and
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on our share of the judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the limit of liability that applies.

### D. Limit Of Liability

- 1. Our total liability under this policy for all damages resulting from any one "occurrence" or offense will not be more than the limit of liability as shown in the Declarations of this policy. This limit is the most we will pay regardless of the number of "insureds", claims made, persons injured, or vehicles involved in an accident.

## III. Exclusions

A. The coverages provided by this policy do not apply to:

- 1. "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 **(A.1.)** 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 **(A.1.)** 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 "autos", "recreational motor vehicles" or watercraft;

### 2. "Personal injury":

- a. Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity;
- b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- c. Arising out of a criminal act committed by or at the direction of one or more "insureds"; or
- d. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by the insured;

### 3. "Bodily injury", "personal injury" or "property damage" arising out of the rental or holding for rental of any part of any premises by an "insured". However, this Exclusion **(A.3.)** does not apply to the rental or holding for rental of:

- a. The residence premises shown in the Declarations:
  - (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;
- b. Any part of a one to four family dwelling other than the residence premises to the extent that personal liability coverage is provided by "underlying insurance";
- c. A condominium, cooperative, or apartment unit other than the residence premises to the extent that personal liability coverage is provided by "underlying insurance";

4. "Bodily injury", "personal injury" or "property damage" arising out of or in connection with a "business" engaged in by an "insured". This Exclusion **(A.4.)** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

However, this Exclusion **(A.4.)** does not apply to:

- a. Civic or public activities performed by an "insured" without compensation other than reimbursement of expenses;
- b. An insured minor involved in self-employed "business" pursuits, which are occasional or part-time and customarily undertaken on that basis by minors. A minor means a person who has not attained his or her:
  - (1) 18th birthday; or
  - (2) 21st birthday if a full-time student;
- c. The providing of home day care service, but only when:
  - (1) An "insured" renders such service to a relative of an "insured"; or
  - (2) A mutual exchange of home day care services agreement exists which involves no monetary or other compensation;
- d. The use of an "auto" you own, or a temporary substitute for such "auto", by you, a "family member" or a partner, agent or employee of you or a "family member" while employed or otherwise engaged in the "business" of:
  - (1) Selling;
  - (2) Repairing;
  - (3) Servicing;
  - (4) Storing; or
  - (5) Parking;vehicles designed for use mainly on public highways;
- e. The use of an "auto" for "business" purposes, other than an auto business, by an "insured". However, we do not provide coverage for liability arising out of the ownership or operation of an "auto" while it is being used as a public or livery conveyance. This Exclusion **(A.4.e)** does not apply to a share-the-expense car pool;

5. "Bodily injury", "personal injury" or "property damage" arising out of the rendering of or failure to render professional services;

6. "Bodily injury" or "property damage" arising from:

- a. The ownership, maintenance, use, loading or unloading of an aircraft;
- b. The entrustment by an "insured" of an aircraft to any person; or
- c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using 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. "Bodily injury" or "property damage" arising from:

- a. The ownership, maintenance, use, loading or unloading of any watercraft;
- b. The entrustment by an "insured" of any watercraft to any person; or
- c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any watercraft.

However, this Exclusion **(A.7.)** does not apply to the extent that watercraft coverage is provided by "underlying insurance" at the time of the "occurrence".

8. "Bodily injury" or "property damage" arising from:

- a. The ownership, maintenance, use, loading or unloading of any "recreational motor vehicle" owned by you or any "family member";
- b. The entrustment by an "insured" of any "recreational motor vehicle", owned by you or any "family member", to any person; or
- c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any "recreational motor vehicle" owned by you or any "family member".

However, this Exclusion **(A.8.)** does not apply to the extent that "recreational motor vehicle" coverage is provided by "underlying insurance" at the time of the "occurrence".



9. "Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:
    - a. Undeclared war, civil war, insurrection, rebellion or revolution;
    - b. Warlike act by a military force or military personnel; or
    - c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
  10. A person using an "auto", "recreational motor vehicle" or watercraft without a reasonable belief that that person is entitled to do so. This Exclusion (A.10.) does not apply to a "family member" using an "auto", "recreational motor vehicle" or watercraft you own;
  11. The use of "autos", "recreational motor vehicles" or watercraft while they are being operated in, or practicing for, any prearranged or organized race, speed contest or other similar competition. However, this Exclusion (A.11.) does not apply to:
    - a. Sailboats; or
    - b. Watercraft involved in predicted log cruises;
  12. "Bodily injury" or "personal injury" to you or any "family member";
  13. "Bodily injury" or "personal injury" arising out of:
    - a. The transmission of a communicable disease by an "insured";
    - b. Sexual molestation, corporal punishment or physical or mental abuse; or
    - c. 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;
  14. "Bodily injury", "personal injury" or "property damage" arising out of an act or omission of an "insured" as an officer or member of a board of directors of a corporation or organization. However, this Exclusion (A.14.) does not apply if the corporation or organization is not-for-profit and the "insured" receives no compensation other than reimbursement of expenses;
  15. "Property damage" to property owned by the "insured";
  16. "Property damage" to property rented to, occupied or used by, or in the care, custody or control of, the "insured" to the extent that the "insured" is obligated by contract to provide insurance for such property. However, this Exclusion (A.16.) does not apply to "property damage" caused by fire, smoke or explosion;
  17. "Bodily injury" to any person eligible to receive any benefits:
    - a. Voluntarily provided; or
    - b. Required to be provided;

by an "insured" under any:

    - a. Workers compensation law;
    - b. Non-occupational disability law; or
    - c. Occupational disease law;
  18. "Bodily injury" or "property damage" for which an "insured" under this policy:
    - a. Is also an insured under a nuclear energy liability policy issued by the:
      - (1) Nuclear Energy Liability Insurance Association;
      - (2) Mutual Atomic Energy Liability Underwriters; or
      - (3) Nuclear Insurance Association of Canada;

or any of their successors; or
    - b. Would be an insured under that policy but for the exhaustion of its limit of liability;
  19. "Bodily injury", "personal injury" or "property damage" caused by an "occurrence" or offense involving the escape of fuel from a "fuel system";
  20. "Bodily injury" or "personal injury" caused by an "occurrence" or offense involving the absorption, ingestion or inhalation of lead;
  21. "Personal injury" or "property damage" caused by an "occurrence" or offense of lead contamination.
- B.** Liability coverage does not apply to any loss assessment charged against you as a member of an association, corporation or community of property owners.
- C.** We do not provide:
1. Automobile no-fault or any similar coverage under this policy; or
  2. Uninsured Motorists Coverage, Underinsured Motorists Coverage, or any similar coverage unless this policy is endorsed to provide such coverage.

#### **IV. Maintenance Of Underlying Insurance**

You must maintain the "underlying insurance" at the full limits stated in the Declarations with no change to more restrictive conditions during the term of this policy. If any "underlying insurance" is cancelled or not renewed and not replaced, you must notify us at once.

If you fail to maintain "underlying insurance", we will not be liable under this policy for more than we would have been liable if that "underlying insurance" was in effect.

#### **V. Duties After Loss**

**A.** In case of an "occurrence" or offense likely to involve the insurance under this policy, the "insured" must give written notice to us or our agent as soon as is practical. Such notice shall set forth:

1. The identity of the policy and "insured";
2. Reasonably available information about the time, place and circumstances of the "occurrence" or offense; and
3. The names and addresses of any claimants and witnesses.

**B.** If a claim is made or a suit is brought against an "insured", the "insured" must:

1. Notify us immediately in writing;
2. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence" or offense;
3. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses.

**C.** The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense to others.

#### **VI. General Provisions**

##### **A. Appeals**

If the "insured" or any insurer providing "underlying insurance" elects not to appeal a judgment which exceeds the "retained limit", we may do so at our own expense. We will pay all costs, taxes, expenses and interest related to our appeal. The amounts we pay will be in addition to our limit of liability.

##### **B. Bankruptcy Of An Insured**

Bankruptcy or insolvency of an "insured" will neither:

1. Relieve us of our obligations under this policy; nor
2. Operate to cause this policy to become primary in the event the "insured" is unable to satisfy the "retained limit" either because of insufficient "underlying insurance" or insufficient personal assets.

##### **C. Bankruptcy Of An Underlying Insurer**

In the event of bankruptcy or insolvency of any "underlying insurer", the insurance afforded by this policy shall not replace such "underlying insurance", but shall apply as if the "underlying insurance" was valid and collectible.

##### **D. Fraud**

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any "occurrence" or offense for which coverage is sought under this policy.

##### **E. 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.

##### **F. Other Insurance**

The coverage afforded by this policy is excess over any other insurance available to an "insured", except insurance written specifically to be excess over this policy.

##### **G. Our Right To Recover Payment**

If we make a payment under this policy, we are entitled to exercise the "insured's" rights of recovery against any person liable for the loss. The "insured" must do nothing after loss to prejudice those rights.

##### **H. Policy Period And Territory**

The policy period is stated in the Declarations. This policy applies to an "occurrence" or offense which takes place anywhere in the world.

### **I. Severability Of Insurance**

This insurance applies separately to each "insured". However, this provision will not increase our limit of liability for any one "occurrence" or offense.

### **J. Suit Against Us**

1. No legal action can be brought against us:
  - a. Unless there has been full compliance with all the terms of this policy; and
  - b. Until the obligation of the "insured" has been determined by final judgment or by agreement signed by us.
2. No person or organization has any right under this policy to join us as a party to any legal action against an "insured".

### **K. Termination**

#### **1. Cancellation By You**

You may cancel this policy by:

- a. Returning it to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

#### **2. Cancellation By Us**

We may cancel this policy only for the reasons stated below 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.

- a. 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.
- b. 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.
- c. 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 by letting you know at least 30 days before the date cancellation takes effect.

### **3. 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 date of this policy. Proof of mailing will be sufficient proof of notice.

### **4. Other Termination Provisions**

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded 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.

### **L. Transfer Of Your Interest In This Policy**

1. Your rights and duties under this policy may not be assigned without our written consent. However, if you die, 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 Declarations;
  - b. Any member of your household who is an "insured" at the time of your death, but only while a resident of the residence premises; or
  - c. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use your "autos" or premises covered under this policy.
2. Coverage will only be provided until the end of the policy period.

### **M. Waiver Or Change Of Policy Provisions**

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of the change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL UMBRELLA LIABILITY POLICY**  
**AUTO LIABILITY EXCLUSION ENDORSEMENT**

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

**III. Exclusions**

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising from:

- a.** The ownership, maintenance, use, loading or unloading of "autos" owned or operated by or rented or loaned to an "insured";
- b.** The entrustment by an "insured" of an "auto" to any person; or
- c.** Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an "auto".

This exclusion does not apply to:

- a.** A trailer not towed by or carried on an "auto"; or
- b.** An "auto" not subject to motor vehicle registration which is:
  - (1)** Used to service an "insured's" residence;
  - (2)** Designed for assisting the handicapped; or
  - (3)** In dead storage on an "insured location".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL UMBRELLA LIABILITY POLICY**  
**EXCLUSION – FUNGI, WET OR DRY ROT, OR BACTERIA ENDORSEMENT**

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

**I. Definitions**

The following definition is added:

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

**III. Exclusions**

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury", "personal injury" or "property damage" arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PERSONAL UMBRELLA LIABILITY POLICY PUBLIC OR LIVERY CONVEYANCE EXCLUSION ENDORSEMENT**

### **I. Definitions**

The following definition is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

### **II. Section III – Exclusions**

The following is added to Exclusion **A.4.**:

This exclusion (**A.4.**) includes but is not limited to any period of time an "auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL UMBRELLA LIABILITY POLICY  
AMENDMENT OF POLICY PROVISIONS – MARYLAND**

**Definitions**

The following is added to the **Definitions** section:

**P.** "First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service. "First-class mail tracking method" does not include a certificate of bulk mailing.

**SECTION III – EXCLUSIONS**

Paragraph **A.15.** is deleted and replaced by the following:

- 15.** "Property damage" to property owned by the "insured". This exclusion applies even to expense which is incurred by the "insured" to repair or replace such property to stop or prevent loss or damage to property of others, whether on or away from an "insured location".

Paragraph **A.22.** is added:

- 22.** "Bodily injury" or "property damage" arising out of any written or oral statement made by you or others on your behalf which is material to the sale of any property.

**SECTION VI – GENERAL PROVISIONS**

Section **VI** is amended as follows:

Paragraph **K. Termination** Provision is replaced by the following:

**K. Termination****1. Cancellation By You**

You may cancel this Policy by:

- a.** Returning it to us; or
- b.** Giving us advance written notice of the date cancellation is to take effect.

**2. Cancellation By Us**

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice shall be mailed to you at your last address known to us by a "first-class mail tracking method".

Proof of mailing will be sufficient proof of notice.

- a.** 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.
- b.** When this Policy has been in effect for 45 days or less and is not a renewal with us, we may cancel, other than for nonpayment of premium, if the risk does not meet our underwriting standards, by letting you know at least 15 days before the date of cancellation takes effect.
- c.** When the Policy has been in effect for more than 45 days, or at any time if it is a renewal with us, we may cancel for any reason other than nonpayment of premium by letting you know at least 45 days before the date cancellation takes effect.

**3. Nonrenewal**

We may elect not to renew this Policy. We may do so by mailing to you, at your last address known to us, written notice at least 45 days before the expiration date of this Policy by "first-class mail tracking method". Proof of mailing will be sufficient proof of notice.

**4. Other Termination Provisions**

- a.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- b.** 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.



## **PRIVACY NOTICE**

Mutual Benefit Insurance Company and Select Risk Insurance Company, members of Mutual Benefit Group, value you as a customer and strongly believe in protecting the confidentiality and security of information we collect about you. This information is used for business purposes, which include evaluating a request for insurance coverage, administering our products and services, and processing transactions requested by you. This notice will describe our privacy practices and how we treat the information we receive about you.

### ***What personal information do we collect?***

We collect nonpublic personal information about you, such as private health information, consumer report information, account balances, payment history and account numbers, from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us, our affiliates or others; and
- Information we receive from a consumer reporting agency.

### ***What information do we disclose and to whom?***

We do not disclose any nonpublic personal information about our customers or former customers to any nonaffiliated third party, except as permitted by law. We may disclose nonpublic personal information about you, as permitted by law, to affiliates that perform administrative services on our behalf or to other entities for legal, regulatory, or other purposes.

### ***How do we protect the information we receive about you?***

Our employees are required to protect the confidentiality of information we receive. We restrict access to nonpublic personal information about you to those employees within our organization who need to know that information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards to ensure that your personal information is treated responsibly; these safeguards comply with all applicable laws.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL UMBRELLA LIABILITY POLICY**  
**AMENDMENT OF POLICY PROVISIONS – GENERAL**

**SECTION III – EXCLUSIONS**

Paragraph **A.8.a.** is deleted and replaced by the following:

- a.** The ownership, maintenance, use, operation, loading or unloading of any "recreational motor vehicle" owned by, rented to or borrowed by you or any "family member";

Paragraph **A.13.b.** is deleted and replaced by the following:

- b.** Sexual molestation, corporal punishment or physical or mental abuse by:
  - 1.** any Insured;
  - 2.** any employee of any Insured;  
or
  - 3.** any person performing volunteer services for or on behalf of any insured;

or



## **NOTICE OF UNDERWRITING PERIOD**

We are notifying you that the binder or policy you have just agreed to purchase is subject to a 45-day underwriting period beginning on the effective date of your coverage.

**Please be advised that during the 45-day underwriting period:**

1. We will recalculate your policy premium if we discover a material risk factor and the risk continues to meet our underwriting standards. You will receive a written notice from us explaining the change.
2. Your coverage may be cancelled if your risk does not meet our underwriting standards. If we decide to cancel the binder or policy, we will send you a written Notice of Cancellation advising you of the reason(s) for the cancellation and the date on which your policy will be cancelled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CO-OWNERS INTEREST ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PERSONAL UMBRELLA LIABILITY POLICY**

This policy provides coverage for the named insured "as their interest may appear" only. Coverage does not extend to any Co-Owners.

All other provisions of the policy apply.