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## GENERAL PROVISIONS

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## 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 others 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:
  - (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.

# Your Policy

## **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.

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

# Your Policy

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.