

# Personal Umbrella Policy

AS82

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## General Provisions

### Definitions Used In This Policy

1. **"You"** or **"your"** means the person named on the Policy Declarations as the insured and that person's resident spouse.
2. **"Insured person"** means:
  - a) **You**, and any other person who is named on the Policy Declarations;
  - b) any person related to **you** by blood, marriage or adoption who is a resident of **your** household; or
  - c) any dependent person in **your** care, if that person is a resident of **your** household.
3. **"Allstate"**, **"We"**, **"Us"** or **"Our"** means the company named on the Policy Declarations.
4. **"Occurrence"** means an accident during the policy period, including continued and repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury, personal injury or property damage**.
5. **"Bodily injury"** means:
  - a) physical harm to the body, including sickness, disease, disability or death resulting from physical harm to the body;
  - b) shock, mental anguish or mental injury.

**Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured person** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured person** to any other person.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.
6. **"Personal injury"** means damages resulting from:
    - a) false arrest; false imprisonment; wrongful detention;
    - b) wrongful entry; invasion of rights of occupancy;
    - c) libel; slander; humiliation; defamation of character; invasion of rights of privacy.

In addition, **personal injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.

Fines and penalties imposed by law are not included.

7. **"Business"** means:
  - a) any full- or part-time activity of any kind:
    - 1) arising out of or relating to an occupation, trade or profession of an **insured person**; and
    - 2) engaged in by an **insured person** for economic gain, including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is a **business**.
  - b) the rental or holding for rental of any property by an **insured person**.

**Business** does not include:

- a) volunteer civic service which an **insured person** performs without pay for a **business** which was formed and functions as a not-for-profit organization and which is not a function of the **insured person's** occupation, profession or trade;
  - b) the occasional rental or holding for rental of **your** primary residence premises for residential purposes;
  - c) the rental or holding for rental of a portion of **your** primary residence premises to not more than two roomers or boarders;
  - d) farming;
  - e) the occasional or part-time business activities of an **insured** who is under 21 years of age;
  - f) an **insured's** occupancy of an office, private school or studio located on the primary residence premises; or
  - g) the mutual exchange of home day care services.
8. **"Business property"** means any property on which a **business** is conducted.
  9. **"Property damage"** means physical harm to or destruction of tangible property, including loss of its use resulting from such physical harm or destruction.

In addition, **property damage** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.
10. **"Retained limit"** means the amount of damages an **insured person** must assume and pay for any **occurrence** if:
    - a) no underlying insurance is required; and
    - b) no other insurance applies to the **occurrence**.
  11. **"Hostile fire"** means a fire which becomes uncontrollable or escapes from its intended location.

### Insuring Agreement

In reliance on the information **you** have given **us**, **Allstate** agrees to provide the coverages indicated on the Policy Declarations. In return, **you** must pay

the premium when due and comply with all policy terms and conditions. This includes maintaining all Required Underlying Insurance.

The terms of this policy impose joint obligations on persons defined as **insured persons**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

This policy provides only excess insurance. It does not contribute with any Required Underlying Insurance or other insurance which applies to an **occurrence**. It also is excess to any **retained limit** an **insured person** assumes.

### When And Where The Policy Applies

This policy applies to an **occurrence** anywhere in the world that takes place during the policy period. The Policy Declarations show the policy period. This policy is not complete without the Policy Declarations.

### Conformity To State Statutes

If any provision of this policy conflicts with the statutes of the state in which the policy is issued, the provision is amended to conform to such statutes.

### Changes

#### Premium Changes

The coverage provided and premium for this policy are based on information **Allstate** has received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that, if this information changes or is incorrect or incomplete, **we** may adjust **your** coverage or premium accordingly during the policy period or take other appropriate action.

Any calculation or adjustment of **your** premium will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

#### Coverage Changes

When **Allstate** broadens coverage during the policy period without additional charge, **you** have the broadened coverage if **you** have the coverage to which the changes apply. The broadened coverage applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement.

#### Duty To Report Policy Changes

**Your** policy was issued in reliance on the information **you** provided. Changes may occur to the information **you** gave us on **your** application for this policy or to **your** Required Underlying Insurance policies during the policy period. If so, **you** must inform **us** within 30 days of the following:

Changes in:

1. **your** address or the change of address of any **insured person**;
2. limits of liability of **your** Required Underlying Insurance; or
3. types of Required Underlying Insurance.

**You** do not have to report renewals of **your** Required Underlying Insurance policies if they have not been revised.

If **you** sell, acquire or otherwise transfer ownership of any autos, recreational vehicles, watercraft or residence premises, the sale, acquisition or transfer of ownership must be reported to **us** within 30 days. If **you** purchase initial or additional autos, recreational vehicles, watercraft or residence premises, **you** must report those changes to **us** within 30 days or before the end of the current policy period, whichever is first.

Coverage will continue only if:

- a) **you** ask **us** to continue coverage within 30 days or before the end of the current policy period, whichever is first;
- b) **we** agree to continue coverage based on the change; and
- c) **you** pay the additional premium.

Any change in **your** coverage will be made using the rules, rates and forms in effect, and on file, if required, for **our** use in **your** state.

### Assignment Of Interest

No interest in this policy may be transferred without **our** written consent. If an **insured person** dies, coverage will continue for the rest of the policy term for the **insured person's** legal representative. The representative is covered only while acting in that capacity.

### Bankruptcy Or Insolvency

The bankruptcy or insolvency of an **insured person** or that person's estate will not affect **our** obligations under this policy.

### Cancellation

**Your** Right to Cancel:

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

**Our** Right to Cancel:

**Allstate** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 90 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason. If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any other reason, **we** will give **you** at least 20 days notice.

When the policy has been in effect for 90 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) the policy was obtained by misrepresentation, fraud, or concealment of material facts;
- 3) material misstatement;
- 4) there has been a substantial change or increase in hazard in the risk **we** originally accepted; or
- 5) **Allstate** has mailed notice within the first 90 days that **we** do not intend to continue the policy.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any of the other reasons, **we** will give **you** at least 90 days notice.

**Our** mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and time stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. Any unearned premium amounts under \$5.00 will be refunded only upon your request. However, refund of unearned premium is not a condition of cancellation.

#### **Our Right Not to Renew or Continue:**

**Allstate** has the right not to renew or continue the policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will give **you** notice at least 90 days before the end of the premium period. **Our** mailing the notice of non-renewal to **you** will be deemed proof of notice.

#### **Concealment Or Fraud**

This policy is void if it was obtained by misrepresentation, fraud or concealment of material facts. If it is determined that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

#### **Conditional Reinstatement**

If **we** mail a cancellation notice because **you** didn't pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives cancellation or reinstates coverage is void. This means that **Allstate** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

#### **Charge For Insufficient Funds Or Closed Account**

If, at any time, **your** payment of any premium amount due is made by check, electronic transaction, or other remittance which is not honored because of insufficient funds or a closed account, **you** will be charged a fee.

#### **What Law Will Apply**

This policy is issued in accordance with the laws of Florida and covers risks principally located in Florida. Subject to the following paragraph, the laws of Florida shall govern any and all claims or disputes in any way related to this policy.

If a covered loss, or any other **occurrence** for which coverage applies under this policy, happens outside Florida, claims or disputes regarding that covered loss or any other covered **occurrence** may be governed by the laws of the jurisdiction in which that covered loss or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

#### **Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in Florida. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in Florida,

provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss, or any other **occurrence** for which coverage applies under this policy, happens outside Florida, lawsuits regarding that covered loss or any other covered **occurrence** may also be brought in the judicial district where that covered loss or any other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

### **Excess Liability Insurance—Coverage XL**

**Allstate** will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury, personal injury or property damage**, subject to the terms, conditions and limits of this policy. **Bodily injury, personal injury and property damage** must arise from a covered **occurrence**. **We** will not pay any punitive or exemplary damages, fines and penalties.

#### **Losses We Cover Under Coverage XL**

**We** will cover an **occurrence** arising only out of:

1. Personal activities of an **insured person**, including the permissive use of a land vehicle or watercraft owned by an **insured person**.
2. A volunteer civic service which an **insured person** performs without pay, for a not-for-profit corporation and which is not a function of that person's **business**.

Payment or reimbursement for reasonable expenses actually incurred by the **insured person** in connection with the volunteer civic service is not considered pay.

3. The duties of **your** domestic or farm employees who are not subject to Workers' Compensation Laws.

#### **Exclusions—Losses We Do Not Cover Under Coverage XL**

This policy will not apply:

1. To any **occurrence** arising out of any act or failure to act by any person in performing functions of that person's **business**.
2. To any **occurrence** arising out of a **business** or **business property**.
3. To any **bodily injury, personal injury or property damage** sustained by any person as a result of an **occurrence** directly or indirectly related to the employment of this person by any **insured person**.
4. To any **occurrence** arising out of the occupancy as an operator or passenger of any land vehicle or watercraft while being used in any way related to an **insured person's business** or **business property**.

This exclusion does not apply to an **insured person's business** use of any private passenger automobile or owned motorcycle, provided such vehicles:

- a) are not used to transport persons or property for a fee;
- b) are covered by the Required Underlying Insurance shown on the Policy Declarations; and

- c) if non-owned, are not available or furnished for the regular use of an **insured person**.
5. To any **occurrence** arising out of:
- a) the ownership;
  - b) maintenance; or
  - c) use (including loading or unloading); of any aircraft by any **insured person**.

This exclusion does not apply to the incidental use of an aircraft by **you** or an **insured person** as a passenger.

6. To any **bodily injury** or **personal injury** to an **insured person** arising out of any **occurrence**.
7. To **property damage** to any:
- a) property owned by an **insured person**; or
  - b) property owned by others which an **insured person** agreed to insure or for which an **insured person** agreed to be responsible.
8. When an **insured person** or that person's insurers may be held liable under any of the following laws:
- a) workers' compensation;
  - b) occupational disease;
  - c) unemployment compensation;
  - d) disability benefits; or
  - e) any other similar law.
9. When an **insured person**, as an employer, has failed to provide the security required under a workers' compensation law or occupational disease law for benefits to that person's employees.
10. To **bodily injury** or **personal injury** to:
- a) any employee, other than a domestic or farm employee who is not subject to workers' compensation laws; or
  - b) any person arising out of corporal punishment administered by or at the direction of an **insured person**.
11. To **bodily injury**, **personal injury** or **property damage** for which an **insured person** is also covered under a nuclear energy liability policy, even if the limits of that policy have been exhausted.
12. To **bodily injury**, **personal injury** or **property damage** intended by, or which may reasonably be expected to result from, the intentional or criminal acts or omissions of any **insured person**. This includes any **bodily injury**, **personal injury** or **property damage** arising out of a violation of a penal law or ordinance committed by or with the consent or knowledge of an **insured person**. This exclusion applies even if:
- a) such **insured person** lacks the mental capacity to govern his or her conduct;
  - b) such **bodily injury** or **property damage** is of a different kind or degree than that intended or reasonably expected; or
  - c) such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with, or convicted of, a crime.

13. To **bodily injury** or **personal injury** which results in any manner from any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants.

This exclusion does not apply to **bodily injury** which results from:

- 1. heat, smoke, or fumes from a **hostile fire**.
- 2. the sudden and accidental discharge, dispersal, release or escape of carbon monoxide from a heating system, an appliance for heating water, or a household appliance.

14. To **property damage** consisting of, or caused by, any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants.

This exclusion does not apply to **property damage** which results from heat, smoke or fumes from a **hostile fire**.

15. To any liability imposed upon any **insured person** by any governmental authority for **bodily injury** or **personal injury** which results in any manner from, or for **property damage** consisting of, or caused by, any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants.
16. To any **bodily injury**, **personal injury** or **property damage** arising from any contract or agreement, whether written or oral.
17. To libel, slander or defamation of character if the first injurious publication or utterance of the same or similar material was made by an **insured person** prior to the effective date of this policy.
18. To **personal injury** arising from illegal discrimination.
19. To any claim in which an **insured person** has concealed or misrepresented any material fact or circumstance.
20. To any loss, cost or expense arising out of any request, demand, or order that any **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants.
21. To any **bodily injury**, **personal injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
22. To any liability imposed upon any **insured person** by any governmental authority for **bodily injury**, **personal injury** or **property damage** which, in whole or in part arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

### When We Pay

**We** will not begin to make payment for any damages resulting from an **occurrence** covered by this policy until **our** liability has been determined by:

- 1. agreement between the claimant and us; or
- 2. a final judgment against an **insured person**.



Claim for payment must be made within 12 months after determination of **our** liability. If additional claims are filed due to the same **occurrence**, payment will be made within 30 days after the **insured person** gives **us** proper proof.

### Defense We Will Provide

**Allstate** will defend an **insured person** sued as the result of an **occurrence** covered by this policy. **We** will not defend any **insured person** against any claim for punitive or exemplary damages.

**We** will not defend if the **occurrence** is covered by any Required Underlying Insurance or any other liability insurance available to the **insured person**. **We** do maintain the right to join in the defense of any claim or suit which may require **us** to pay.

If the **insured person** fails to maintain the Required Underlying Insurance, **we** will not defend any **insured person** for any amount of damages falling within the required underlying insurance limits.

**We** may be prevented from defending an **insured person**, in any country, due to laws or for other reasons. In that event, **we** will pay any expense incurred, with **our** written consent, for the **insured person's** defense.

**We** may investigate and settle any claim or suit as **we** consider appropriate.

### Additional Payments We Will Make

In defending an **insured person**, **we** will pay the following regardless of **our** limits of liability:

1. Premiums on appeal bonds and on bonds to release attachments. **We** have no obligation to apply for or furnish these bonds.
2. Court costs for defense.
3. Interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, tendered or deposited in court the amount of damages for which **we** are liable under this policy. **We** will only pay interest on the amount of damages for which we are liable under this policy, not exceeding **our** limits of liability.

**We** will repay an **insured person** for all reasonable expenses incurred at **our** request, arising from an **occurrence we** cover. This includes payment for actual loss of wages. **We** are not obligated to repay any expenses incurred by an **insured person** if the **insured person** takes any action or makes any payments other than for covered expenses. **Our** payment for lost wages will not exceed:

1. \$150 per day; nor
2. A total of \$5,000 per **insured person**.

### Retained Limit

**Retained limits** vary by state. The retained limit that applies to this policy is determined by the state shown in the address in the Policy Declarations and the dollar amount shown below for that state.

**Retained limits** are:

1. \$1,000 in North Carolina and Texas.
2. \$250 in all other states and the District of Columbia.

This amount applies only if this policy applies but your Required Underlying Insurance policy does not include coverage for the **occurrence**.

An **insured person** must promptly repay **us** for any amount **we** have advanced on that person's behalf which is within the applicable **Retained Limit**. **We** will give the **insured person** notice of any repayment due.

### Limit Of Liability

Regardless of the number of:

1. **insured persons**,
2. claims,
3. claimants, or
4. injured persons

our limit of liability for all **bodily injury, personal injury** and **property damage** arising out of an **occurrence** will not exceed the per **occurrence** amount shown in the Policy Declarations.

Regardless of the number of **insured persons**, claims, claimants or policies involved, **our** total liability under **Excess Liability Insurance-Coverage XL** for damages resulting from one **occurrence** will not exceed the limit shown on the Policy Declarations. All **bodily injury, personal injury** and **property damage** resulting from continuous and repeated exposure to the same general conditions is considered the result of one **occurrence**.

### Amounts We Pay

**We** will pay only that amount of damages which exceeds the sum of:

1. the limits of liability of any Required Underlying Insurance which apply to the **occurrence**; plus
2. the limits of any other liability insurance available to an **insured person** which apply to the **occurrence**.

But in no event shall **we** pay any amount above our limit of liability. **We** will not pay the difference between the limits specified in this policy as Required Underlying Insurance and any lower limits actually in effect.

If no other insurance is required or no other insurance applies to the **occurrence**, **we** will pay only those amounts which exceed the retained limit, up to the applicable limit of liability shown on the Policy Declarations.

## Conditions

### What To Do If There Is An Occurrence, Claim Or Suit Notice

**You** must give **us** prompt written notice of any **occurrence** to which this policy may apply. **You** must also promptly give **us** all legal papers or reports relating to the **occurrence** when a claim or suit is filed against any **insured person**. **You** must also notify **your** underlying insurer.

### Assistance and Cooperation

When **we** join in defense of any claim or suit, **we** and the **insured person** will cooperate in good faith. **You** must also cooperate with **your** underlying insurer.

## Our Rights Under This Policy

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### Right Of Appeal

If an **insured person** or any other insurer elects not to appeal a judgment exceeding the limits of the Required Underlying Insurance, any other insurance or the retained limit, **we** may do so. **We** will pay the cost and interest incidental to the appeal. **We** will not be liable for more than the limit shown on the Policy Declarations plus the incidental costs and interest.

### Settlement Or Defense

**We** may assume control of the settlement and **we** may assume the defense of any claim or suit against an **insured person** if:

1. The limits of any Required Underlying Insurance or any other insurance have been exhausted by payment; or
2. The insurer providing the Required Underlying Insurance or any other applicable insurance is or becomes bankrupt or insolvent within one year after the **occurrence**.

### Subrogation

When **we** pay, an **insured person's** rights of recovery from anyone else become **ours** up to the amount **we** have paid. This includes any rights to claims against any other insurer which failed in its obligation to provide insurance applying to the **occurrence**. The **insured person** must protect these rights and help **us** enforce them. **We** cannot be required to exercise these rights.

## Required Underlying Insurance

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**You** must maintain the Required Underlying Insurance. **You** must maintain liability coverage at or above the limits given as Required Underlying Insurance as shown on the Policy Declarations at all times for each liability exposure any **insured person** has. If **you** fail to maintain the Required Underlying Insurance applicable to the **occurrence**, there will be no coverage for any **insured person** under this policy until the damages exceed the Required Underlying Insurance limit for that exposure. If the underlying insurance applicable to the **occurrence** does not provide at least the limits indicated under the Required Underlying Insurance section of this policy, **you** will be responsible for the damages up to the Required Underlying Insurance amounts.

If **you** maintain limits higher than the Required Underlying Insurance limits, this policy will apply as excess above the actual limits **you** maintain. If any of **your** underlying coverage limits are used up, reduced, or canceled:

- a) **you** must try to replace the coverage; and
- b) **you** must notify **us** immediately.

### Residence Premises And Residence Employees

**You** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for each **residence premises you** own, maintain or use, either:

- 1) as a separate Comprehensive Personal Liability policy, or
- 2) as a Homeowners Insurance or similar package policy.

If **you** have domestic employees not subject to workers' compensation laws, **you** must maintain at least the Required Underlying Insurance listed on the Policy Declarations

- 1) as a separate policy, or
- 2) as part of **your** Homeowners Insurance or similar package policy.

### Farm Premises And Farm Employees

**You** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for each farm premises **you** own, maintain or use, either:

- 1) as a separate Farmers Comprehensive Personal Liability policy or
- 2) as part of **your** Homeowners Insurance or similar package policy.

If **you** have any farm employees who are not subject to workers' compensation laws, **you** must also maintain at least the Required Underlying Insurance amount coverage either:

- 1) as a separate policy, or
- 2) as part of **your** Farmers Comprehensive Personal Liability or similar package policy.

### Incidental Office, Private School Or Studio

**You** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for each office, private school or studio on **your residence premises** which is occupied by an **insured person**, either:

- 1) as a separate policy, or
- 2) as part of **your** Homeowners Insurance or similar package policy.

### Additional Dwelling Rented To Others

If Coverage XR is indicated on the Policy Declarations, **you** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for each additional residence **you** rent to others, either:

- 1) as a separate policy, or
- 2) as part of **your** Homeowners Insurance or similar package policy.

### Automobiles

For each automobile **you** own, maintain, or use, including any machinery or equipment attached to the automobile, **you** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for:

- 1) Bodily Injury Liability coverage and Property Damage Liability coverage, or
- 2) Single Limit liability coverage.

### Recreational Motor Vehicles

For each motorized land vehicle **you** own, designed for use off public roads, whether or not subject to motor vehicle registration, **you** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for:

- 1) Bodily Injury Liability coverage and Property Damage Liability coverage, or
- 2) Single Limit liability coverage.

### Watercraft

1. **You** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for:

- 1) Bodily Injury Liability coverage and Property Damage Liability coverage, or
- 2) Single Limit Liability coverage for each watercraft owned by or rented to an **insured person** which:
  - a) has inboard or inboard-outboard motor power of more than 50 horsepower;
  - b) is a sailing vessel 26 feet or more in length;
  - c) is powered by one or more outboard motors with more than 25 total horsepower;
  - d) is designated as an airboat, air cushion, or similar type of watercraft; or
  - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

II. **You** must maintain at least the Required Underlying Insurance amount listed on the Policy Declarations for each watercraft **you** own which is shorter in length and lower in horsepower than those in I. above.

**You** may maintain this coverage as part of **your** Comprehensive Personal Liability, farmers Comprehensive Personal Liability, Homeowners Insurance or similar package policy.

## Optional Coverages You May Buy

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The following optional coverages apply only when they are indicated on the Policy Declarations. The purchase of an optional coverage shall not increase **our** limit of liability beyond the per **occurrence** amount shown on the Policy Declarations. Coverage applies to an **occurrence** only after the damages resulting from the **occurrence** exceed the Required Underlying Insurance limits or the retained limit for that exposure. The provisions of this policy apply to each optional coverage in this section unless modified by the terms of the specific optional coverage.

### Additional Dwelling Rented To Others—Coverage XR— Limited Coverage

- A. Excess Liability Insurance—Coverage XL is extended to cover each one-, two-, three- or four-family dwelling **you** own that is:
  1. rented to others for residential purposes; and
  2. insured by **Allstate** at the time of the **occurrence** leading to **bodily injury, property damage** or **personal injury** and covered by this policy.
- B. When Coverage XR is purchased:
  1. The **dwelling** is no longer considered **business property**; and
  2. Rental of the dwelling is no longer considered a **business**.