

RLI Insurance Company

Peoria, Illinois 61615

A Stock Insurance Company

This endorsement modifies insurance under the following:

Personal Umbrella Liability Policy Provisions

EXCESS UNINSURED/UNDERINSURED MOTORIST ENDORSEMENT

1) PART III – WHAT WE WILL DO is amended by the addition of the following:

D. Excess Uninsured/Underinsured Motorist Coverage.

- a) We will pay those sums which you or your **Relatives** shall become legally entitled to recover from an uninsured or underinsured motorist for **bodily injury** in excess of all **underlying insurance** up to and not to exceed the Excess Uninsured/Underinsured Motorists Limit of Coverage shown on the Declarations.
- b) We will pay under Excess Uninsured/Underinsured Motorists Coverage only after the policy limits of any and all other **underlying insurance** have been exhausted by payment of judgments or settlements.
- c) You and your Relatives must maintain underlying Uninsured Motorist Coverage and Underinsured Motorist Coverage at limits equal to or greater than the Minimum Limits of Coverage as shown in the Required Basic Policies section of the Declarations for such coverages. We will be liable for damages for **Bodily Injury** resulting from a **Loss** only in excess of such Minimum Limits of Coverage and any other collectible insurance. Failure to maintain the Required Basic Policies at the Minimum Limits of Coverage equal to or greater than those listed for Uninsured Motorist and/or Uninsured Motorist under section B. of the Declarations eliminates coverage under this Excess Uninsured/Underinsured Motorist Coverage.

2) PART IV WHAT IS NOT COVERED – EXCLUSIONS is amended by replacing Exclusion K., as follows:

K. No-fault benefits to you or anyone else entitled to coverage under this policy. “No-fault” refers to benefits paid without regard to fault or legal liability.

3) All other exclusions included in PART IV – WHAT IS NOT COVERED – EXCLUSIONS shall apply to the coverage provided by this endorsement.

4) PART IV – WHAT IS NOT COVERED – EXCLUSIONS is amended to include the following additional exclusions with respect to the coverage provided by this endorsement:

- a) Damages for **bodily injury**, any part of which is not covered by **underlying insurance** affording in total the Minimum Limits of Coverage equal to those listed for Uninsured/Underinsured Motorist under section B. of the Declarations.
- b) Damages for **bodily injury** otherwise payable under Excess Uninsured/Underinsured Motorists Coverage if such damages or any portion thereof are included in a settlement or agreement between an insured, a legal representative of an insured or an insurer acting on behalf of any insured which is entered into without our prior written consent.
- c) Damages for **bodily injury** if there was no physical contact between you or your **Relative** or between your or your **Relative’s** motor vehicle and the uninsured/underinsured motor vehicle.
- d) Damages for **bodily injury** if the **Loss** was not reported to the police, sheriff or other similar governmental authority within twenty-four (24) hours after the accident.

- e) Punitive or exemplary damages.
 - f) **Property damage** to any property, whether covered by **underlying insurance** or not.
 - g) Duplicate payments for the same elements of **loss** under Part III A (1) of this policy and under this Excess Uninsured/Underinsured Motorist Coverage endorsement.
 - h) Any **bodily injury** which is also covered under any workers' compensation, unemployment compensation, non occupational disability, occupational disease, disability benefits law or any similar law, or any changes or amendments thereto.
- 5) With respect to the coverage provided by this endorsement PART VI – CONDITIONS is amended to include the following additional conditions:
- P. *Limit of Insurance.* This Excess Uninsured/Underinsured Motorists Coverage is limited to the Excess Uninsured/Underinsured Motorists Limit of Coverage shown on the Declarations regardless of the number of policies, persons covered, covered **automobiles, recreational vehicles**, insureds, premiums paid, claims made, or vehicles involved in any accident. The Limit of Coverage shown on the Declarations for Excess Uninsured/Underinsured Motorist Coverage is the most we will pay for all damages resulting from any one **Loss**.
 - Q. If requested, any injured party requesting coverage under this Excess Uninsured/Underinsured Motorists Coverage shall submit to an independent medical examination at our expense by physicians of our choice, as often as we reasonably require.
 - R. If requested, any injured party requesting coverage under this Excess Uninsured/Underinsured Motorists Coverage shall authorize us to obtain medical records or other pertinent information.
 - S. If requested, any injured party requesting coverage under this Excess Uninsured/Underinsured Motorists Coverage shall agree to submit to examinations under oath or written questions at our request as often as we reasonably require. In the event of written questions, an injured party's answers must be signed.
- 6) Solely for the purpose of this endorsement, PART I – DEFINITIONS is amended to include the following:
- Underlying insurance** means the Required Basic Uninsured/Underinsured Policy as shown in the Declarations and any other applicable liability, uninsured and/or underinsured motorist coverage, and any bond.
- Loss** means an accident, including continuous or repeated exposure to the same general harmful conditions.
- 7) PART II – WHO IS COVERED – INSUREDS does not apply to this Coverage.
- 8) PART III – (A), (B) and (C) do not apply to this Coverage.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Attached to and forming a part of the policy of RLI Insurance Company.
All other terms and conditions of the policy remain unchanged.