

NEW JERSEY MANUFACTURERS INSURANCE COMPANY

New Jersey
Umbrella Policy

Personal Excess Liability Policy

NJM Insurance
Group

EST. 1913

**YOUR PERSONAL EXCESS LIABILITY POLICY
QUICK REFERENCE**

DECLARATIONS

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PERSONAL EXCESS LIABILITY POLICY

AGREEMENT

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

DEFINITIONS

Throughout this policy:

A. You and your refer to the named **insured** shown in the Declarations; and

1. The spouse; or
2. A party who has entered into a civil union with the named **insured** legally recognized under New Jersey law; if a resident of the same household.

B. We, us and our mean New Jersey Manufacturers Insurance Company.

C. Auto means:

1. Any kind of private passenger motor vehicle including, but not limited to, an automobile, pickup, or van; or
2. Motor home; or
3. A trailer, farm wagon, or farm implements while towed by a vehicle described in 1. or 2. above.

D. Bodily injury means bodily harm, sickness or disease, including death that results.

E. Business includes trade, profession, or occupation.

F. Family member means a resident of **your** household who is:

1. **Your** relative, including **your** ward or foster child; or
2. Under the age of 21 and in **your** care or the care of any person named in 1. above.

G. 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.

H. Insured means:

1. **You**; but, with respect to **your** use of an **auto, motorcycle, recreational motor vehicle** or **watercraft you** do not own which is furnished or available for **your** regular use, only if **you** are **insured** for **your** use of that **auto, motorcycle, recreational motor vehicle** or **watercraft** under one or more **underlying policies** for not less than the **auto, motorcycle, recreational motor vehicle** and **watercraft** liability deductible amount shown in the Declarations of this policy;
2. A **family member**; but, with respect to use of an **auto, motorcycle, or recreational motor vehicle**:
 - a. Owned by a **family member**; or
 - b. Furnished or available for the regular use of a **family member**; only if the **family member** is insured for his or her use of that **auto, motorcycle, or recreational motor vehicle** under one or more **underlying policies** for not less than the **auto, motorcycle, and recreational motor vehicle** liability deductible amount shown in the Declarations of this policy;

3. With respect to an **auto, motorcycle, recreational motor vehicle** or covered **watercraft** owned by **you** or in **your** care:

- a. Any person using such **auto, motorcycle, recreational motor vehicle** or **watercraft**; or
- b. Any person or organization legally responsible for the acts or omissions of a person for whom coverage is afforded under this policy while that person is using such **auto, motorcycle, recreational motor vehicle** or **watercraft**;

4. With respect to animals owned by **you** or any **family member**, any person or organization legally responsible for such animals.

None of the following is an **insured** under this policy:

1. The owner or lessor of an **auto, motorcycle, recreational motor vehicle, or watercraft** loaned to or hired for use by an **insured** or on an **insured's** behalf;
2. A person or organization having custody of animals owned by **you** or a **family member** in the course of any **business** or without the consent of an **insured**.

I. Minimum retained limit means the greater of:

1. The total limits of any **underlying insurance** and any other insurance that applies to the **occurrence** which:
 - a. Are available to an **insured**; or
 - b. Would have been available except for the bankruptcy or insolvency of the insurer providing **underlying insurance**; or
2. The applicable deductible amount shown in the Declarations of this policy.

J. Motorcycle means a two or three-wheeled motorized vehicle of the motorcycle, moped or motor scooter type that is specifically designed and licensed for use on public roads. Not included are three-wheeled all-terrain vehicles.

K. Occurrence means:

1. With respect to **A. Liability Coverage**:
 - a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** and/or **property damage**; or
 - b. An offense, including a series of related offenses, committed during the policy period, which results in **personal injury**;
2. With respect to Coverages - **D. Loss Assessment Coverage**:
 - a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results during the policy period in **bodily injury** and/or **property damage**;
 - b. An offense, including a series of related offenses, which results in **personal injury**; or
 - c. An act of a director, officer, or trustee of a corporation or association of property owners, in the capacity as a director, officer, or trustee, which results in liability; provided the director, officer, or trustee:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

COVERAGES

L. Personal injury means:

1. False arrest, detention or imprisonment, or malicious prosecution;
2. Libel, slander, or defamation of character; or
3. Invasion of privacy, wrongful eviction, or wrongful entry.

M. Personal Vehicle Sharing Program means an individual or organization, network or group facilitating the sharing of private passenger autos for use by individuals, businesses, or other entities for financial consideration.

N. Property damage means physical injury to, destruction of, or loss of use of tangible property.

O. Recreational motor vehicle means a land motor vehicle primarily designed for use off public roads and for recreational purposes, not subject to motor vehicle registration. This includes, but is not limited to, any all-terrain vehicle, amphibious vehicle, dune buggy, golf cart, minibike, personal assistive mobility device, snowmobile, go-cart or trail bike.

P. Residence premises means:

1. For a condominium or cooperative unit-owner:
The unit where **you** reside shown as the **residence premises** in the Declarations of this policy.
2. For all others:
Any of the following premises shown in the Declarations as the **residence premises**.
 - a. The one to four family dwelling, other structures and grounds where **you** reside in at least one of the family units; or
 - b. That part of any other building where **you** reside.

Q. Underlying policy or **underlying insurance** means any policy providing the **insured** with initial or primary liability insurance covering one or more of the "Exposures" listed below and in the "Deductibles" section of the Declarations of this policy.

Exposure	Combined Single Limit	OR	Split Liability Limits
<i>These are the required minimum liability limits for the named insured, spouse and all resident relatives in order to avoid a gap in coverage.</i>	Each Occurrence	Bodily Injury (BI)	Each Person / BI Each Accident / Property Damage Each Accident
Automobile Liability	\$500,000	\$250,000 /	\$500,000 / \$100,000
Motorcycle Liability	\$500,000	\$250,000 /	\$500,000 / \$100,000
Recreational Motor Vehicle Liability	\$500,000	\$250,000 /	\$500,000 / \$100,000
Homeowners Liability	\$500,000		
Watercraft Liability	\$500,000	\$500,000 /	\$500,000 / \$500,000
Loss Assessment	\$50,000		
Auto Uninsured/ Underinsured Motorist	\$500,000	\$250,000 /	\$500,000 / \$100,000

R. Watercraft means a conveyance principally designed to be propelled on or in water by wind, current, paddles, oars, engine power or electric motor.

A. Liability Coverage

We will pay damages in excess of the **minimum retained limit**, for which an **insured** becomes legally liable due to **bodily injury, personal injury or property damage**. Damages include prejudgment interest awarded against the **insured**. Liability must arise from an **occurrence** covered by this policy.

B. Defense Coverage

If a suit is brought against an **insured** for damages because of **bodily injury, personal injury or property damage** caused by an **occurrence** to which this policy applies, **we** will provide a defense at **our** expense by counsel of **our** choice. However, **we** are not obligated to defend if:

1. The **occurrence** is covered by other insurance available to an **insured**, or
2. There is no applicable **underlying policy** in effect at the time of the **occurrence** and the amount of damages claimed or incurred is less than the applicable deductible amount shown in the Declarations of this policy.

We 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**.

Our duty to settle or defend ends when the amount **we** pay for damages resulting from the **occurrence** equals **our** limit of liability.

In any country where **we** are prevented from defending an **insured** because of laws or other reasons, **we** will pay any expense incurred with **our** written consent for the **insured's** defense.

C. Additional Coverages

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

1. The expenses described below for a claim or suit **we** are obligated to defend:
 - a. All expenses **we** incur and costs taxed against an **insured**.
 - b. Premiums on required bonds, but not for bond amounts more than **our** limit of liability. **We** need not apply for or furnish any bond.
 - c. Reasonable expenses (other than loss of earnings) an **insured** incurs at **our** request.
 - d. An **insured's** loss of earnings, but not other income, up to \$250 per day, to attend trials or hearings at **our** request.
2. Interest accruing on **our** share of the amount of any judgment between the time judgment is entered and the time **we** pay or tender or deposit in court, that part of the judgment which does not exceed **our** limit of liability.

D. Loss Assessment Coverage

We will pay for **your** share of loss assessment charged, during the policy period against **you**, as owner or tenant of the **residence premises**, by a corporation or association of property owners. The assessment must arise from an **occurrence** covered by this policy. This coverage applies only to assessments in excess of the **minimum retained limit**. This coverage does not increase **our** limit of liability.

EXCLUSIONS

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

1. **Bodily injury, personal injury or property damage**, with respect to all **insureds**, which is expected or intended by an **insured** even if the **bodily injury, personal injury or property damage**:
 - a. Is of a different kind, quality or degree than initially expected or intended; or
 - b. Is sustained by a different person, entity, real or personal property than initially expected or intended.

However this exclusion does not apply to **bodily injury, personal injury or property damage** resulting from the use of reasonable force by an **insured** to protect persons or property.

2. **Personal injury** due to:
 - a. Violation of a penal law or ordinance by or with the knowledge or consent of an **insured**.
 - b. Libel, slander, defamation, or violation of privacy if the same first injurious publication of utterance occurred prior to the effective date of this insurance.
3. **Business** pursuits or **business** property of an **insured**. However, this exclusion does not apply to:
 - a. Activities which are usual to non-business pursuits;
 - b. **Your** rental or holding for rental of:
 - (1) Any part of a one to four family residential dwelling; or
 - (2) Condominium units;
other than the **residence premises**;
 - c. The rental or holding for rental of a **residence premises**:
 - (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;
 - d. Civic activities performed by an **insured** without compensation;
 - e. The providing of home day care service, but only when:
 - (1) An **insured** provides such service for a relative of an **insured**; or
 - (2) A mutual exchange of services arrangement exists involving no monetary compensation;
 - f. The use of **your** private passenger **autos** or **motorcycles** 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;
 - g. The use of a private passenger motor vehicle for **business** purposes by an **insured**. However, **we** do not cover the

carrying of persons for a fee, other than in a car pool arrangement.

4. The rendering of or failure to render professional services.
5. **Bodily injury, personal injury or property damage** arising from:
 - a. The ownership, maintenance, use, loading, unloading or towing of an aircraft or hovercraft;
 - b. The entrustment of an aircraft or hovercraft by or on behalf of an **insured** to any person; or
 - c. Statutorily imposed vicarious parental liability for the actions of a child or minor using an aircraft or hovercraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

A hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles.

6. Newly acquired **residence premises** (whether owner occupied or rented) / homes, owned property, **autos, motorcycles, recreational motor vehicles, or watercraft** unless **we** are notified within 30 days of such acquisitions.
7. A person using an **auto, motorcycle, recreational motor vehicle, or watercraft** without a reasonable belief that the person is entitled to do so.
8. The use of **autos, motorcycles, recreational motor vehicles, or watercraft** in racing events, whether or not organized, including practicing for a race.
9. **Bodily injury or personal injury to you or any family member.**
10. **Bodily injury or personal injury** arising from the transmission of a communicable disease by an **insured**.
11. **Bodily injury or property damage** arising from any of the following:
 - a. War, whether or not declared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution; or
 - f. Acts or conditions incident to any of the above.
Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
12. **Bodily injury and property damage** which results in any manner from the discharge, dispersal, release, or escape of pollutants unless the pollution is sudden and unexpected. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
13. An act or omission of an **insured** as an officer or member of the board of directors of a corporation or organization. This exclusion does not apply if the corporation or organization is not-for-profit and the **insured** receives no compensation.
14. **Property damage** to:
 - a. Property owned by an **insured**; or

- b. Property rented to, used or occupied by, or in the care of an **insured** to the extent that the **insured** is obligated by contract to provide insurance for such property.
 - c. Property owned by a corporation or association of property owners of which the **insured** is a member.
15. Loss Assessments:
- a. Charged against **you** or a corporation or association of property owners by a governmental body; or
 - b. Resulting from a deductible in the policy of insurance purchased by a corporation or association of property owners.
16. Damages the **insured** or any company providing **underlying insurance** may have to pay under any of the following laws:
- a. Workers' compensation;
 - b. Unemployment compensation;
 - c. Disability benefits;
- or any other similar law.
17. **Bodily injury, personal injury or property damage** for which an **insured** under this policy:
- a. Is also an **insured** under a nuclear energy liability policy; or
 - b. Would be an **insured** under that policy but for the exhaustion of its limit of liability.
- A nuclear energy liability policy is one issued by:
- a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters;
 - c. Nuclear Insurance Association of Canada;
- or any of their successors.
18. **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.
19. **Bodily injury or personal injury** arising out of sexual molestation, corporal punishment or physical or mental abuse.
20. **Bodily injury, personal injury, or property damage** arising out of 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 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.
21. **Bodily injury or property damage** arising out of the release, whether gradual or otherwise, of fuel or fuel products from an above ground or underground storage tank or fuel delivery system. Underground storage tank system means the underground tank, the fill pipe, the vent pipes and all associated fixtures, including pipe and tubing which contains or conveys fuel or fuel products from the underground storage tank to the point of combustion.
22. Any liability assumed under any contract or agreement, entered into by an **insured**. However, this exclusion does not apply to written contracts:
- a. That directly relate to the ownership, maintenance or use of an insured location; or
 - b. When liability would be imposed upon the **insured** by law in the absence of any contract or agreement; unless excluded elsewhere in this policy.
23. **Bodily injury, personal injury or property damage** arising out of property any **insured** person sells, gives away or abandons.
24. **Bodily injury or property damage** arising out of the ownership, maintenance or use of a home or property owned by a **family member**.
25. **Bodily injury or property damage** arising out of the ownership, maintenance or use of a **watercraft** owned by a **family member**.
26. The ownership, maintenance or use of any vehicle, including but not limited to any **auto, recreational motor vehicle or motorcycle** while:
- a. Enrolled in a **Personal Vehicle Sharing Program** under the terms of a written agreement; and
 - b. Being used in connection with such **Personal Vehicle Sharing Program** by anyone other than you or any **family member**.
- B. Liability Coverage and Defense Coverage do not apply to loss assessments charged against **you** by a corporation or association of property owners.
- C. This policy does not provide Uninsured Motorists Coverage, Underinsured Motorists Coverage or any similar coverage, unless it is endorsed to provide such coverage.
- D. Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

CONDITIONS

A. Limit of Liability

Our total liability under this policy for all damages and loss assessments resulting from any one **occurrence** 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, loss assessments, persons injured, vehicles involved in an accident, or exposures or premiums shown in the Declarations.

The following are considered to be the result of one **occurrence**:

- 1. All **bodily injury, property damage** and loss assessments resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions; and
- 2. All **personal injury** resulting from any one offense or from a series of related offenses; and
- 3. All loss assessments resulting from an act involving more than one director, officer and/or trustee, and all loss assessments resulting from a series of related acts.

B. Severability of Insurance

This coverage applies separately to each **insured**. However, this condition will not increase **our** limit of liability for any one **occurrence**.

C. Appeals

If an **insured** or any insurer providing **underlying insurance** elects not to appeal a judgment which exceeds the **minimum 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.

D. Bankruptcy

Bankruptcy or insolvency of an **insured** or **underlying insurer** 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 applicable deductible amount shown in the Declarations either because of insufficient **underlying insurance**, insufficient personal assets, or uncollectible **underlying insurance**.

E. Change or Waiver of Contract 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 change.

We may revise this policy to provide more coverage without additional premium charge. If **we** do this, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your** state.

F. Policy Period and Territory

The policy period is stated in the Declarations of this policy. Coverage applies to an **occurrence** which takes place anywhere in the world.

G. Deductibles

The deductible amounts for the coverage afforded by this policy are shown in the Declarations. These deductible amounts will apply even in the event that the insurer providing **underlying insurance** is or becomes bankrupt or insolvent.

However, a deductible amount of only \$1,000 will apply to each **occurrence** which:

1. Is covered by this policy; and
2. Is not covered by **underlying insurance**, despite the fact that:
 - a. The **occurrence** arises out of an exposure, represented on the Declarations, for which the **insured** has an **underlying policy** with limits at least equal to the applicable deductible amount shown in the Declarations; and
 - b. The **insured** has complied with all applicable provisions of the **underlying policy**.

H. Duties After an Occurrence

1. In case of an **occurrence** likely to involve the insurance under this policy, the **insured** must give **us** written notice as soon as is practical. Such notice must contain:
 - a. Information which is sufficient to identify the **insured** and policy number;
 - b. Reasonably available information about the time, place and circumstances of the **occurrence**;
 - c. The names and addresses of any claimants and witnesses; and
 - d. The name of the **underlying insurer**, and any other insurer providing insurance, for any claim or suit filed against the **insured**.
2. If a claim is made or suit is brought against an **insured**, the **insured** must:
 - a. Notify **us** immediately in writing;

- b. Promptly send **us** copies of every notice, demand, summons or other process received by the **insured** relating to the **occurrence**; and
- c. Cooperate with **us** in the investigation, settlement or defense (including attendance at legal proceedings) of any claim or suit and in the enforcement of any right of recovery the **insured** may have against others.

I. Other Insurance

The coverage afforded by this policy is excess over any other insurance available to an **insured**, except insurance written specifically as an excess insurance policy. If any other specifically written excess insurance policy applies, **we** will contribute on a pro rata basis.

J. Our Right to Recover Payment

In the event **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. In this regard, an **insured** may not, except at the **insured's** own cost, voluntarily make payments, assume obligations or incur expenses.

Any recovery will be applied in the following order:

1. To any person who may have paid for liability in excess of **our** limit of liability;
2. To **us** up to the amount **we** paid under this policy;
3. To any other person to the extent that the person is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

K. Suit Against Us

No legal action can be brought against **us**:

1. Unless there has been full compliance with all the terms of this policy; and
2. Until the obligation of the **insured** has been determined by final judgment or by agreement signed by **us**.

No person or organization has any right under this policy to join **us** as a party to any legal action against an **insured**.

L. Termination

Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

1. Cancellation By You

You may cancel this policy at any time, but the effective date of the cancellation cannot be earlier than the effective date of the request unless we agree to an earlier date.

2. Cancellation By Us

We may cancel this policy:

- a. For nonpayment of premium, by mailing **you** notice at least 15 days prior to the date cancellation is to take effect; or
- b. For any other reason:

- (1) During the first 60 days this policy is in effect, provided it is not a renewal or continuation policy, by mailing **you** notice at least 10 days prior to the date cancellation is to take effect; or
- (2) After this policy has been in effect for 60 days, or if this is a renewal or continuation policy, by mailing **you** notice at least 30 days prior to the date cancellation is to take effect.

3. Nonrenewal

We may elect not to renew this policy. **We** may do so by mailing **you** notice at least 30 days before the end of the policy period.

4. Other Termination Provisions

- a. If any termination provision in this policy conflicts with the law in **your** state, **we** will comply with that law.
- b. Any notice of cancellation or nonrenewal will be mailed to **your** last address known to **us**. **We** may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.
- c. The effective date of cancellation stated in the notice will become the end of the policy period.
- d. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata. 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. However, making or offering to make the refund is not a condition of cancellation.

M. Transfer of Interest

Your rights and duties under this policy may not be assigned without **our** written consent. However, if **you** die, **we** will provide coverage until the end of the policy period for **your** legal representative, but only with respect to **occurrences** covered by this policy and for which the deceased named **insured** would have been liable.

N. Concealment or Fraud

The entire policy will be void if, whether before or after a loss an **insured** has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to either the issuance of this policy or in the presentation of a claim.

This policy shall not be valid unless countersigned on the Umbrella Policy Declarations by our authorized agent.

These policy provisions with the Umbrella Policy Declarations and endorsements, if any, complete this policy.

Mitchell A. Livingston

Mitchell A. Livingston
President

Theodore H. Hilke

Theodore H. Hilke
Secretary



RECYCLABLE

Thank you for choosing NJM as your insurance carrier.
To reach our Customer Service Department, please call: [1-800-232-6600](tel:1-800-232-6600)

More information about our Company is available at njm.com