NAMED INSURED | POLICY NO. | POLICY TERM to | AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# Amendatory Endorsement -- Personal Umbrella Policy -- Michigan

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

## DEFINITIONS

The Definitions section is amended as follows:

The definitions of **you** and **your** are replaced by the following:

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.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered **you** and **your** under this policy but only until the earlier of:

1. The effective date of another policy listing the spouse as a named **insured**; or
2. The end of the policy period.

The following Definition is added:

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

## EXCLUSIONS

Exclusion 10. is replaced by the following:

10. **bodily injury, personal injury** or **property damage** resulting from the discharge, dispersal, release or escape of solid, liquid or gaseous waste materials or other pollutants into or upon land, the atmosphere or any watercourse or body of water.

Exclusion 21. is replaced by the following:

21. **bodily Injury, personal Injury** or **property damage** arising out of or in connection with a **business** engaged in by an **insured**, unless insurance is provided by an underlying policy listed in the Declarations attached to this policy, and then not for broader coverage than is provided by this insurance.

    This Exclusion (21.) includes, 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;**

The following Exclusions are added:

22. **bodily injury, personal injury** or **property damage** arising out of the ownership or operation of a **motor vehicle** while it is used as a public or livery conveyance. This includes, but is not limited to, any period of time a **motor vehicle** 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 **motor vehicle**. This Exclusion (22.) does not apply to a share-the-expense car pool or the ownership or operation of **motor vehicle** while it is being used for volunteer or charitable purposes or for which the person is reimbursed for normal operating expenses;

23. **bodily injury, personal injury** or **property damage** arising out of the ownership, maintenance or use of a **motor vehicle** 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 **member of your household**;

## CONDITIONS

Condition 1. is replaced by the following:

1. **Duties After Loss**

    a. Upon the happening of an **occurrence** likely to involve **us**, or if notice of an **occurrence** is supplied to any underlying insurer, prompt notice shall be given as soon as practicable to **us** or any of **our** authorized agents. Such notice shall contain:

        (1) particulars sufficient to identify the **insured**;

        (2) reasonably obtainable information regarding the time, place and circumstances of the **occurrence**;

        (3) the names and addresses of the injured and available witnesses.

b. If a claim is made or **suit** is brought against the **insured**, the **insured** shall:

(1) immediately notify **us** in writing;

(2) forward to the underlying insurer and to **us** every demand, summons or other process received;

(3) cooperate with the underlying insurers, as required by their policies and with **us** in the investigation, settlement or defense of any claim or **suit**;

(4) at **our** request, enforce any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of a loss covered under this policy;

(5) attend hearings and trials;

(6) help in securing and giving evidence;

(7) help in having witnesses attend hearings and trials.

Condition 5.b.(1) of **Transfer of Interest in This Policy** is replaced by the following:

(1) the surviving spouse if resident in the same household at the time of death. The spouse is considered a resident of the same household when there is legitimate marital covenant, shared economic and non-economic burdens, and legitimate reasons for the spouse to also be staying in another home or location. Coverage applies to the spouse as if the named **insured** shown in the Declarations; or

Condition 6. is replaced by the following:

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

Condition 15. is replaced by the following:

15. **Termination**

a. Cancellation By You

You may cancel this policy by:

(1) returning it to us; or

(2) giving us notice of the date cancellation is to take effect.

b. Cancellation By Us

We may cancel this policy as 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 last known to us or our authorized agent.

Proof of mailing will be sufficient proof of notice.

(1) 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.

(2) 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.

(3) 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.

c. 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 last known to us or our authorized agent, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

d. Other Termination Provisions

(1) when this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro-rata.

However, the minimum earned premium will not be less than the pro-rata premium for the expired time or $25.00, whichever is greater.

(2) 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.

**MICHIGAN STATE AMENDMENTS OF POLICY PROVISIONS**

This section is deleted.