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PERSONAL EXCESS LIABILITY POLICY

INSURANCE AGREEMENT AND DECLARATIONS
This insurance policy is a legal contract between you (the policy owner) and us (the Company named in the Declarations). It insures you for the various kinds of insurance shown in the Declarations. The Declarations are an important part of this policy. By acceptance of this policy, you agree that the statements contained in the Declarations and in any application are your true and accurate representations. This policy is issued and renewed in reliance upon the truth of such representations. The terms of this policy impose joint obligations on all persons defined as you. This means that the responsibilities, acts and failures to act of a person defined as you will be binding on another person defined as you.

As long as you pay your premium, we agree to provide you or others the benefits to which you or they are entitled. The exact terms and conditions are explained in the following pages.

(Note: The words in bold-face type in this policy are defined in SECTION IV - DEFINITIONS, starting on Page 3 of this policy.)

SECTION I

COVERAGE

PERSONAL EXCESS LIABILITY (LIABILITY)

We will pay all sums in excess of the retained limit for damages to others caused by an occurrence for which the law holds an insured responsible and to which this policy applies. We will not pay more than the limit shown in the Declarations for Liability.

DEFENSE - SETTLEMENT

We will defend the insured at our expense with attorneys of our choice, against any suit or claim covered under this policy but not covered under any underlying policy or any other insurance available to the insured. We will not defend any claim or suit not covered by an underlying policy because of your failure to maintain the required underlying policy.

In any suit we defend:

A. We may investigate and settle a claim or suit as we consider appropriate.

B. We will pay in addition to the Liability limit:

1. expenses incurred by us;

2. up to $100 per day to reimburse the insured for loss of earnings, not to exceed $5,000 for each occurrence, and other reasonable expenses incurred by the insured at our request;

3. costs taxed against the insured and interest on the total amount of any judgment until we pay, tender or deposit in court that part of the judgment that does not exceed the limit of liability; and
4. all premiums on appeal bonds, premiums on bonds to release attachments, but not in excess of the limit of liability, and cost of bail bonds required by you because of an accident or traffic law violation during the policy period, but we are not required to apply for or furnish such bonds.

The expenses referred to above are not a part of the Retained Limit.

SECTION II

EXCLUSIONS

This policy does not apply to personal injury or property damage:

A. resulting from any intentional act committed by an insured or at the direction of any insured.

B. due to business pursuits or business property unless they are covered by an underlying policy.

C. arising out of the rendering of or failure to render professional services.

D. arising out of ownership, maintenance or use of any:
   1. land motor vehicle owned by, rented under long term lease to or regularly used by an insured unless covered under an underlying policy;
   2. aircraft;
   3. watercraft owned by an insured unless covered by an underlying policy, but an additional or newly acquired watercraft is not covered under this policy unless you notify us within 30 days after you acquire it, even if it is covered by an underlying policy.

E. for which the insured is also insured under a nuclear energy liability policy or would have been covered if the insurance limit had not been exhausted.

F. caused by civil war, insurrection, rebellion or revolution, declared or undeclared war, or any of their consequences.

G. for which the insured or the insured's insurer may be held liable under any workers' or unemployment compensation or disability benefits law or any similar law.

H. to any property owned by an insured.

I. arising out of the use of a non-owned auto hired by an insured for less than twelve months unless covered by an underlying policy or by other valid and collectible insurance.

J. resulting from any act or omission by an insured as an Officer, Trustee or Director of any corporation or association, other than not-for-profit organizations in which an insured serves voluntarily and receives no compensation.

K. personal injury to any insured.

L. personal injury or property damage resulting from:
   1. the release of toxic chemicals and other pollutants or contaminants; or
   2. statutorily imposed liability resulting from the release of toxic chemicals and other pollutants or contaminants.
SECTION III
CONDITIONS

1. **Notice of Claim or Suit.** You must notify us as soon as practicable of an occurrence that may be covered by this policy.

2. **Limit of Liability.** The limit of liability in the Declarations is the limit of our liability for all damages due to each occurrence.

3. **Other Insurance.** This insurance is excess over any other valid and collectible insurance including insurance purchased by you to apply in excess of the minimum required retained limit but not including insurance purchased by you to apply in excess of the limit of liability of this policy.

4. **Changes.** This policy contains all the agreements between you and us. Its provisions may not be changed or waived except by endorsement issued by us.

5. **Conformity with Statute.** Any provisions of this policy that conflict with the laws of the state in which you reside at the time this policy is issued are amended to conform with those laws.

6. **Cancellation.** You may cancel this policy by telling us on what future date you wish to stop coverage. If a premium refund is due, the amount will be calculated according to our short rate method.

   We may cancel this policy by notifying you in writing at least 30 days before the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing shall be sufficient proof of notice. If we cancel the policy, any return premium will be prorated.

   Any refund will be made as soon as practicable but it is not a condition of cancellation. Coverage under this policy will cease as of the date cancellation is to take effect whether or not the return premium has been refunded to you.

7. **Maintenance of Underlying Insurance.** This policy requires you to have the types and amounts of insurance shown in the Declarations page. If you fail to maintain the required underlying policies for any reason, or if no insurance is available because an insured has breached a term or condition of any underlying policy, we will be liable only for the amount that we would have been liable for had you maintained the required insurance. You will be liable for the amount that would have been covered by the underlying policy.

8. **Assignment.** You may not assign this policy to another person without our written consent.

9. **Premium.** All premiums for this policy will be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums that apply to the insurance provided by this policy. The premium for renewal of this policy will be computed annually on the basis of our manuals then in use.

10. **Our Recovery Right.** If we make any payment under this policy, we are entitled to all of the rights of recovery of the person to whom, or on whose behalf, payment was made. Any amount recovered will go first, to any person (including you) who paid any amount over the retained limit plus the limit of liability; then, to us for the amount we paid; and finally, any remainder will go to any other person with a financial interest (including you). The expenses of all recovery will be shared by all those with a financial interest in proportion to their respective losses for which recovery is sought.
11. Lawsuits Against Us. No insured may sue us unless the terms and conditions of this policy have been fully complied with.

12. When Loss Payable. We will not be liable under this policy with respect to any occurrence until the insured or the insurer that issued any applicable underlying policy has paid the amount of the retained limit.

SECTION IV
DEFINITIONS

The following words and phrases appear repeatedly throughout the various sections of this policy. They have a special meaning and are to be given that meaning whenever used in connection with this policy or any endorsement which is part of this policy:

"You" and "your" mean the named insured shown in the Declarations and that person's resident spouse.

"We", "Us" and "Our" mean the METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY.

"Auto" means a land motor vehicle, recreational motor vehicle, motorcycle, trailer or semi-trailer, including attached machinery or apparatus.

"Business" means any full or part-time trade, profession or occupation, and includes your use of an auto or boat in the business of sales, repair, service, storage, parking or mooring of an auto or boat.

"Business Pursuits" means any activities in connection with a business, except the furnishing of professional services.

"Business Property" means property on which a business is conducted and property, or any part of it, rented to others or held for rental.

"Damages" means the cost of paying those who suffer personal injury or property damage. However, damages do not include awards designated as punitive, exemplary, or statutory multiple damages.

"Insured" means you or a relative residing in your household, or any person using, with your permission, an auto, pleasure vehicle or boat you own or rent or that has been loaned to you, provided it is not furnished for their regular use.

"Non-owned Auto" means an auto not owned by or furnished for the regular use of an insured.

"Occurrence" means an accident, including continuous or repeated exposure to the same condition that results during the policy period in personal injury or property damage.

"Personal Injury" means bodily injury, sickness, disease or disability, false arrest, detention or imprisonment, malicious prosecution, libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, or mental anguish.

Personal Injury does not include:

A. any of the following which are transmitted by you to any other person: disease, bacteria, parasite, virus or other organism; or
B. the exposure to any such disease, bacteria, parasite, virus or other organism by you to any other person; or

C. the actual, alleged, or threatened sexual molestation of a person.

"Professional Services" means any services of professional nature, including but not limited to architectural, engineering or industrial design services, health care services, veterinary services, or any cosmetic or tonsorial services or treatment.

"Property Damage" means injury or destruction of tangible property, including loss of use of the damaged or destroyed property.

"Retained Limit" means

1. the amount stated in the Declarations page as the insured's retained limit, which you pay for any occurrence for which an underlying policy is not required to be maintained; or

2. the greater of the limit of liability required to be maintained in an underlying policy and the limit of liability actually carried in an underlying policy; or

3. the sum of the limits of the underlying policies and any other insurance which applies to the occurrence.

"Relative" means a person related to you by blood, marriage or adoption.

"Underlying Policy" means a policy listed as an underlying policy in the Declarations.

IN WITNESS WHEREOF, the METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY has caused this policy to be signed by its President and its Secretary at Warwick, Rhode Island, and countersigned on the Declarations by a duly authorized representative.

Secretary

President