Policy Number: xxxxxxxxxxxx

RLI Insurance Company
Peoria, Illinois 61615

A Stock Insurance Company

EXCESS UNINSURED/UNDERINSURED MOTORIST ENDORSEMENT

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This endorsement modifies insurance provided under the following:

PERSONAL UMBRELLA LIABILITY POLICY

The policy is amended, as of its effective date unless another effective date is shown, as follows:

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

   Excess Uninsured/Underinsured Motorist Coverage.

   We will pay those sums that you or your **Relative** are legally entitled to recover as damages from the owner and operator of an uninsured or underinsured motor vehicle because of **Bodily Injury**, caused by an auto accident and in excess of all **Underlying Insurance** up to and not to exceed the Excess Uninsured/Underinsured Motorists Limit of Coverage shown on the Declarations. This coverage is subject to all the terms, conditions, agreements, definitions, exclusions and limitations of, and shall follow, the Uninsured/Underinsured Motorist coverage in the Required **Basic Policy** in all respects except where provisions to the contrary appear in this policy including all endorsements.

   This coverage applies only if both a. and b. below are satisfied:

   a. You and your **Relatives** maintain uninsured motorist coverage and underinsured motorist coverage at limits equal to or greater than the Required Minimum Limit of Coverage as shown in the Required **Basic Policies** section of the Declarations for such coverages for the entire policy period. This requirement to maintain uninsured motorist coverage and underinsured motorist coverage at limits equal to or greater than the Required Minimum Limit of Coverage as shown in the Required **Basic Policies** section of the Declarations is a precondition to coverage under this Excess Uninsured/Underinsured Motorist Endorsement. Failure to maintain the Required Minimum Limit of Coverage as shown in the Required **Basic Policies** section of the Declarations for Uninsured/Underinsured Motorists eliminates coverage under this Excess Uninsured/Underinsured Motorist Endorsement.

   b. The policy limits of any and all **Underlying Insurance** have been exhausted by payment of a settlement entered into with our prior written consent, or of a judgment.

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

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

   a. **Bodily Injury** if there was no physical contact between you or your **Relative** and the uninsured/underinsured motor vehicle or between the motor vehicle occupied by you or your **Relative** and the uninsured/underinsured motor vehicle.

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b. **Bodily Injury** if the auto accident was not reported to the police, sheriff or other similar law enforcement authority within twenty-four (24) hours after the accident.

c. **Property Damage**, whether covered by **Underlying Insurance** or not.

d. **Bodily Injury** if the uninsured/underinsured motor vehicle is owned by you.

e. **Bodily Injury** to anyone receiving payment because of **Bodily Injury** under PART III – WHAT WE WILL DO, Subsection A. or B. of this policy.

f. Damages because of **Bodily Injury** also covered under any workers' compensation, unemployment compensation, disability or occupational disease benefits, law or insurance policy or any similar law or insurance policy.

4) With respect to the coverage provided by this endorsement PART VII – OTHER CONDITIONS is amended to include the following additional conditions:

a. It is a condition of coverage that you and your **Relatives**:

1. Maintain uninsured and underinsured motorist coverage at limits equal to or greater than the Required Minimum Limits of Coverage as shown in the Required **Basic Policies** section of the Declarations for such coverages for the entire policy period;

2. Exhaust the Required Minimum Limit of Coverage as shown in the Required **Basic Policies** section of the Declarations for Uninsured/Underinsured Motorists through payment of judgment or settlement; and

3. Obtain our written consent prior to entering into a settlement or agreement with anyone or any entity.

b. *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 an auto 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 auto accident.

c. Any person 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.

d. Any person requesting coverage under this Excess Uninsured/Underinsured Motorists Coverage shall sign authorizations allowing us to obtain medical records, employment records, financial records, cell phone records, vehicle data, social media or other pertinent information.

e. Any person 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 person's answers must be signed.

5) Solely for the purpose of this endorsement, PART I – DEFINITIONS is amended to include the following:

Underlying Insurance means the Required Basic Uninsured/Underinsured Motorists Policy as shown in the Declarations and any other liability insurance, uninsured motorist coverage, or underinsured motorist coverage, and any bond that is available to any person or entity:

1. involved in the accident;

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2. that owns a vehicle involved in the accident;

3. that may have liability for the accident; or

4. that is a household member, employee or employer of any person or entity defined in 5) 1-4.

6) PART II – WHO IS COVERED does not apply to this Coverage.

7) PART IV – REQUIRED BASIC POLICIES – CONDITIONS does not apply to this Coverage and is replaced by 1) PART III – WHAT WE WILL DO above.

8) BINDING ARBITRATION

If an insured making a claim under this Excess Uninsured/Underinsured Coverage and we do not agree as to the amount that such insured is legally entitled to recover as damages from the owner or operator of an uninsured or underinsured motor vehicle because of **Bodily Injury** sustained by the insured, then upon written agreement of the insured and us, the amount will be settled by binding arbitration. Each party will select an arbitrator and the two arbitrators will agree upon a third neutral arbitrator. If they cannot agree upon the third arbitrator within thirty (30) days of the parties' written agreement to arbitrate, either party may request that selection of the third arbitrator be made by a judge of a court having jurisdiction. The majority decision of the three arbitrators will be binding on the parties. Each party will pay the expenses it incurs and bear the expenses of the third party arbitrator equally.

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

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