

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SPECIAL PROVISIONS – RHODE ISLAND

#### LIABILITY COVERAGES

Under **Coverage L – Personal Liability**, Item 1. is deleted and replaced by the following:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable.

#### EXCLUSIONS

Under **1. Coverage L – Personal Liability** and **Coverage M – Medical Payments To Others**, Item a. is deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds";

#### ADDITIONAL COVERAGES

Under **1. Claim Expenses**, the following is added:

- e.(1) Prejudgment interest awarded against the "insured" on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of liability in this policy, or
- (2) If (1) above does not apply, prejudgment interest awarded against the "insured" on that part of the judgment we pay.

#### CONDITIONS

The following is added to **10. Subrogation**:

When we or our agents recover payment on a loss from a third party through subrogation, we must first pay the "insured" the deductible portion of the casualty loss, less the prorated share of subrogation expenses and thereafter retain any funds in excess of the deductible portion of the recovery.

The following conditions are added:

#### 11. Concealment Or Fraud

We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements;
- relating to this insurance.

All other provisions of this policy apply.

#### 12. Direct Liability Of Insurers

We will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to the injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.