

PERSONAL UMBRELLA LIABILITY COVERAGE (FARM)

The following Table of Contents shows how this policy is organized. It will help "you" locate particular sections of this form.

TABLE OF CONTENTS

	Page
Agreement.....	1
Definitions	2
Principal Coverage.....	4
Defense Coverage	4
Exclusions.....	5
What You Must Do In Case Of Loss.....	9
How Much We Pay.....	9
Excess Insurance.....	9
Conditions	10

Additional provisions are shown separately.

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverages described herein subject to all the "terms".

DEFINITIONS

1. The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.
2. The words "we", "us", and "our" mean the company providing this policy.
3. "Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

"Bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of:

- a. a communicable disease;
 - b. the actual, alleged, or threatened sexual molestation of a person;
 - c. mental or emotional injury, suffering, or distress that does not result from physical injury; or
 - d. the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs. However, this does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
4. "Business" means a trade, a profession, or an occupation, all whether full or part time. This includes the rental of property to others.

"Business" includes services regularly provided by an "insured" for the care of others and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.

"Business" does not include:

- a. "farming";
 - b. the incidental activities that are usually performed by minors; or
 - c. activities that are related to "business", but are usually not viewed as "business" in nature.
5. "Declarations" are all pages labeled Declarations, Supplemental Declarations, or Schedules which pertain to this policy.
 6. "Domestic employee" means a person employed by an "insured" to perform duties that relate to the use and care of the "insured premises". This includes a person who performs duties of a similar nature elsewhere for an "insured". This does not include:
 - a. an employee of an "insured" whose duties are in connection with the "farming" operations of the "insured"; or
 - b. a person while performing duties in connection with the "business" of an "insured".
 7. "Farming" means the ownership, maintenance, or use of premises for the production of crops or the raising or care of livestock, including all necessary operations.

"Farming" also includes the operations of roadside stands and farm markets maintained principally for the sale of the "insured's" own farm products, but it does not include other retail activities.

8. Except as stated within this definition, "insured" means all persons or entities covered by "underlying insurance". Each such person or entity is a separate "insured", but this does not increase "our" "limit".

No person is an "insured" with respect to the use of a "motorized vehicle" or watercraft unless that person has a reasonable expectation that he or she has a right to such use.

This does not apply to the use of a "motorized vehicle" or watercraft that "you" own by a person who is:

- a. "your" relative and a resident of "your" household; or
 - b. under the age of 21, residing in "your" household, and in "your" care or in the care of "your" resident relatives.
9. "Insured premises" means all premises covered by "underlying insurance".
10. "Limit" means the amount of coverage that applies.
11. "Motorized vehicle" means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment.
- This does not include vehicles that are designed and used to assist the handicapped, if such vehicles are not required to be licensed for road use.
12. "Occurrence" means an accident, including repeated exposures to similar conditions, that results in "bodily injury" or "property damage" during the policy period.
13. "Personal injury" means damages for which an "insured" is liable by law because of false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, libel, slander, defamation of character, or invasion of privacy.
- "Personal injury" does not mean damages for which an "insured" is liable by law because of:
- a. a communicable disease; or
 - b. the actual, alleged, or threatened sexual molestation of a person.
14. "Pollutant" means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant,

including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and

- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
15. "Property damage" means physical injury to tangible property. This includes the loss of use.
16. "Suit" means any civil proceeding in a court of law in which damages because of "bodily injury", "personal injury", or "property damage" to which this insurance applies are sought.
- "Suit" may also include arbitration proceedings in which damages for "bodily injury", "personal injury", or "property damage" are claimed and to which the "insured" must submit or does submit with "our" consent, or any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" does submit with "our" consent.
17. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply to this policy.
18. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance on the "declarations" for the "limits" and policy periods indicated. It includes any policies issued to replace those policies during the term of this policy that provide:
- a. at least the same "limits"; and
 - b. the same hazards insured against, except as modified by general program revisions or as agreed to by "us" in writing.
19. "Underlying insurer" means any insurer who issues a policy of "underlying insurance".

PRINCIPAL COVERAGE

"We" pay, up to "our" "limit", all sums for which an "insured" is liable by law because of "bodily injury", "personal injury", or "property damage" to which this Personal Umbrella Liability Coverage applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Coverage.

Subject to the Exclusions, this insurance applies only to:

1. "bodily injury" and "property damage" that is caused by an "occurrence"; and
2. "personal injury" if the offense was committed during the policy period, but only to the extent that "personal injury" is covered by "underlying insurance" at the time of the offense and is not otherwise excluded by this policy.

DEFENSE COVERAGE

1. "We" have the right to defend, investigate, and settle any claim or "suit" seeking damages covered by this policy. "We" may elect at any time to participate with the "insured" and with any "underlying insurer" or other insurer in the defense, investigation, and settlement of any claim or "suit" arising out of an "occurrence" or an offense which, in "our" opinion, may involve damages to which this policy may apply.
2. "We" have the duty to defend any claim or "suit" seeking damages to which this insurance applies, but only with respect to damages:
 - a. not covered by "underlying insurance" or any other valid and collectible insurance available to the "insured"; or

- b. covered by "underlying insurance" or any other valid and collectible insurance available to the "insured" except for exhaustion of a "limit" by the payment of losses.

"Our" duty to defend ends when "we" have paid an amount equal to "our" "limit" as a result of a judgment or written settlement.

If "we" are prevented by law or otherwise prevented from carrying out this agreement, "we" will pay the "insured" for any expense incurred with "our" written consent.

3. If "we" defend a "suit", "we" pay:
 - a. the costs taxed to an "insured";
 - b. the costs incurred by "us";
 - c. the actual loss of earnings by an "insured" for time spent away from work at "our" request ("We" pay up to \$100 per day.);
 - d. the necessary costs incurred by "you" at "our" request;
 - e. the interest which accrues after the entry of a judgment, but ending when "we" tender or pay up to "our" "limit";
 - f. the premiums on appeal bonds or bonds for the release of attachments up to "our" "limit" ("We" are not required to apply for or furnish bonds.);
 - g. the premiums up to \$500 per bail bond required of an "insured" because of an accident or a traffic law violation arising out of the use of a vehicle to which this policy applies ("We" are not required to apply for or furnish bonds.); and
 - h. prejudgment interest awarded against an "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "limit" as described under How Much We Pay.

EXCLUSIONS

"We" do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

1. This Personal Umbrella Liability Coverage does not apply to:
 - a. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of aircraft. However, this exclusion does not apply to:
 - 1) "bodily injury" to a person while performing duties as a "domestic employee"; or
 - 2) model airplanes.
 - b. "bodily injury" or "property damage" which results from the discharge of substances from an aircraft. However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
 - c. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles". Except as stated in the following paragraph, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

Regardless of the "terms" of the "underlying insurance", this Personal Umbrella Liability Coverage does not provide:

- 1) automobile no-fault or any similar coverage; or
- 2) uninsured motorists or underinsured motorists coverage or any similar coverage.

- d. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of watercraft. Except as stated in the following paragraph, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

Regardless of the "terms" of the "underlying insurance", this Personal Umbrella Liability Coverage does not apply to "bodily injury" or "property damage" which results from the use of watercraft in or in the practice or the preparation for any prearranged or organized racing, speed, or stunt activities or contests. This does not apply to watercraft used in predicted log cruises or to sailing vessels.

- e. "bodily injury" or "property damage" which results from activities related to the "business" of any "insured". However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- f. "bodily injury" or "property damage" assumed by an "insured" under any contract or agreement. However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

- g. "bodily injury" or "property damage" which results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement. However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- h. damage to property owned by an "insured".
- i. damage to property that is rented to, occupied by, used by, or in the care of an "insured", except for "property damage" caused by fire, smoke, or explosion to property other than farm buildings or farm personal property.
- j. "property damage" to products manufactured, sold, handled, or distributed by an "insured" when the "property damage" arises out of such products or a part of the products.
- k. "property damage" to work performed by or for an "insured" when the "property damage" arises out of such work or a part of the work. However, this exclusion does not apply to the extent that such "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- l. "bodily injury":
 - 1) to any employee, arising out of employment by an "insured" or out of tasks or duties performed for an "insured"; or
 - 2) to any family member, relative, or dependent of the employee due to "bodily injury" to the employee.

This exclusion applies whether the "insured" is liable either as an employer or in any other capacity and to any obligation of an "insured" to fully or partially reimburse another for damages arising out of the injury. However, this exclusion does not apply to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".

- m. "bodily injury" or "property damage" which is expected by, directed by, or intended by the "insured" or that is the result of intentional and malicious acts of the "insured". However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.
- n. "bodily injury" to "you" and, if residents of "your" household, to "your" relatives and to persons under the age of 21 in "your" care or in the care of "your" resident relatives.
- o. "bodily injury" or "property damage" which results from premises that are owned, rented, or controlled by an "insured" but that are not covered by "underlying insurance". However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- p. "bodily injury" or "property damage" which results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, water, or air.

However, this exclusion does not apply to:

 - 1) "bodily injury" or "property damage" that results from the heat, smoke, or fumes of a fire on the "insured premises" that:

- a) becomes uncontrollable or breaks out from where it was intended to be; or
 - b) is set by the "insured" for the purpose of burning off crop stubble or other vegetation consistent with normal and usual "farming" practices and is not in violation of any ordinances or laws; or
- 2) "bodily injury" or "property damage" that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of a motor vehicle, but only to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- q. any loss, cost, or expense arising out of any:
- 1) request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - 2) claim or "suit" by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".
- r. "bodily injury" or "property damage" which results from the rendering of or the failing to render a professional service.
- s. "bodily injury" or "property damage" which results from the use of animals, other than horses, in or in the practice or preparation for any prearranged racing, speed, pulling or pushing, or stunt activities or contests. However, this exclusion applies only to "occurrences" that take place at the location designated for the contest or activity.
- t. "bodily injury" or "property damage" which results from the use of a "motorized vehicle" in or in the practice or the preparation for racing, speed, pulling or pushing, demolition, or stunt activities or contests.
- u. "bodily injury" or "property damage" arising out of lead in any form.
- v. any loss, cost, or expense arising out of any:
- 1) request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
 - 2) claim or "suit" by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
- w. "bodily injury" or "property damage" resulting from an "insured's" service as an officer or member of a board of directors. However, this exclusion does not apply to "bodily injury" or "property damage" resulting from an "insured's" service as an officer or member of a board of directors for a not-for-profit organization for which the "insured" is not compensated. Reimbursement for expenses is not considered compensation.
- x. "bodily injury" or "property damage" which results from war. (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. Discharge of a nuclear weapon is deemed a warlike act even if accidental.)

- y. "bodily injury" or "property damage" which results from an "occurrence" for which an "insured" is also an "insured" under a nuclear energy liability policy or would be an "insured" but for the exhaustion of its "limits". (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or their successors.)
- z. "bodily injury" to a person, including a "domestic employee", if the "insured" has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by an "insured" under a workers' compensation, non-occupational disability, occupational disease, or like law.
- aa. "bodily injury" that arises out of any:
 - 1) refusal to employ;
 - 2) termination of employment;
 - 3) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, errors, or omissions; or
 - 4) consequential "bodily injury" as a result of aa.1), aa.2), or aa.3) above.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for damages arising out of aa.1), aa.2), aa.3), or aa.4) above.

- bb. the liability of an employee for "bodily injury" to another employee.

However, this exclusion does not apply to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".

- 2. The following additional exclusions apply to coverage for "personal injury" when provided under the "terms" of this Personal Umbrella Liability Coverage.

This Personal Umbrella Liability Coverage does not apply to:

- a. "personal injury" which results from the rendering of or the failing to render a professional service.
- b. "personal injury" resulting from an "insured's" service as an officer or member of a board of directors. However, this exclusion does not apply to "personal injury" resulting from an "insured's" service as an officer or member of a board of directors for a not-for-profit organization for which the "insured" is not compensated. Reimbursement for expenses is not considered compensation.
- c. "personal injury" that arises out of any:
 - 1) refusal to employ;
 - 2) termination of employment;
 - 3) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, errors, or omissions; or
 - 4) consequential "personal injury" as a result of c.1), c.2), or c.3) above.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for damages arising out of c.1), c.2), c.3), or c.4) above.

- d. the liability of an employee for "personal injury" to "you" or another employee.
- e. "personal injury" arising out of lead in any form.

WHAT YOU MUST DO IN CASE OF LOSS

1. "You" must cooperate with the "underlying insurers" as required by the terms of their policies and comply with all terms and conditions of those policies.
2. "You" must see to it that "we" receive notice as soon as practical of an "occurrence" or an offense to which this insurance may apply. To the extent possible, the notice to "us" should state:
 - a. the name of the "insured"; the policy number; and the time, place, and details of the "occurrence" or offense; and
 - b. the names and addresses of all known potential claimants and witnesses.
3. **Cooperation** -- The "insured" must cooperate with "us" in performing all acts required by this policy.
4. **Volunteer Payments** -- An "insured" must not make payments, pay or offer rewards, or assume obligations or other costs except at the "insured's" own cost.
5. **Other Duties** -- In case of an "occurrence" or offense which might result in a claim, the "insured" must promptly give "us" copies of all legal papers, demands, and notices that relate to the "occurrence", offense, or claim.

At "our" request, the "insured" must help "us":

- a. to settle a claim;
- b. to conduct "suits" (This includes being at trials and hearings.);
- c. to enforce the right of recovery or indemnification against all parties who may be liable to an "insured" for the injury or damage;

- d. in the securing of and giving of evidence; and
 - e. in obtaining the attendance of all witnesses.
-

HOW MUCH WE PAY

The "limit" shown on the "declarations" for this Personal Umbrella Liability Coverage is the most "we" pay for loss for each "occurrence" or offense. This applies regardless of the number of:

1. persons or entities insured under this policy;
 2. parties who sustain injury or damage;
 3. claims made or "suits" brought; or
 4. vehicles or watercraft involved in an accident.
-

EXCESS INSURANCE

1. **Other Insurance** -- The insurance provided by this policy is excess over "underlying insurance", whether or not valid and collectible, or any other valid and collectible insurance available to the "insured", except insurance which is specifically purchased by the "insured" as excess insurance over the insurance provided by this policy.

If there is no "underlying insurance" or valid and collectible insurance available to the "insured" with respect to an "occurrence" or offense to which the insurance provided by this policy applies, then this insurance will apply as excess over the Retained Limit shown on the "declarations", except when:

- a. the "underlying insurer" is bankrupt or insolvent as stated below under item 3., Bankruptcy of Underlying Insurer; or

- b. "you" fail to maintain "underlying insurance" as stated under Condition 7., Maintenance of Underlying Insurance.

2. **Failure To Maintain Underlying Insurance**

-- If "you" fail to maintain "underlying insurance" as required by Condition 7., Maintenance of Underlying Insurance, the insurance provided by this policy will not replace such "underlying insurance" but will apply as if the "underlying insurance" were valid and collectible.

3. **Bankruptcy Of Underlying Insurer** -- In the event of bankruptcy or insolvency of any "underlying insurer", the insurance provided by this policy will not replace such "underlying insurance", but will apply as if the "underlying insurance" were valid and collectible.

If "we" cancel this policy during the first 60 days that it is in effect, "we" will give "you" notice at least ten days before cancellation is effective.

If "we" cancel this policy after it has been in effect 60 days or more or if it is a renewal of a policy issued by "us", "we" will give "you" notice:

- a. at least ten days before cancellation is effective, if cancellation is because the premium has not been paid when due; or
- b. at least 30 days before cancellation is effective, if cancellation is for any reason other than nonpayment of premium.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective.

CONDITIONS

1. **Appeals** -- If an "underlying insurer" elects not to appeal a judgment in excess of the "limit" of any "underlying insurance", "we" may elect to make such appeal. If "we" so elect, "we" will be liable, in addition to the applicable "limit", for all expenses "we" incur that pertain to such appeal.
2. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this policy.
3. **Cancellation and Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

"Your" return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

4. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid. If, in the policy period, "we" adopt a revision which broadens coverage without an additional premium, the broadened coverage will apply.

"Our" request for an appraisal or examination under oath does not waive policy "terms".

If this policy has no expiration date, "we" may substitute or "we" may add, at each anniversary date, forms that are then authorized for use.

5. **Conformity With Statute** -- "Terms" in conflict with the laws of the state where the premises described on the "declarations" is located are changed to conform to such laws.

6. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

7. **Legal Action Against Us** -- No legal action may be brought against "us" unless:

- a. all the "terms" of this policy have been complied with; and
- b. the amount of an "insured's" liability has been fixed by:
 - 1) a final judgment against an "insured" as a result of a trial; or
 - 2) a written agreement of the "insured", the claimant, and "us".

No person has a right under this policy to join "us" or implead "us" in actions that are brought to fix the liability of an "insured".

8. **Maintenance Of Underlying Insurance** -- "You" must maintain the "underlying insurance" in full force and effect during the term of this policy.

If any "underlying insurance" is canceled or not renewed and not replaced or is at any time materially changed in "limits" or coverages, "you" must notify "us" at once. "We" will not be liable under this policy for more than "we" would have been liable if that "underlying insurance" had not been terminated or had not been kept at its original "limits" or coverages.

Reduction or exhaustion of any aggregate "limit" in any "underlying insurance" by payments for judgments, settlements, or expenses for "occurrences" or offenses during the policy period of this policy will not be a failure to maintain "underlying insurance" in full force and effect.

No statement contained in this condition limits "our" right to cancel or not renew this policy.

9. **Misrepresentation, Concealment, or Fraud** -- This coverage is void if, before or after a loss:

- a. "you" or any other "insured" has willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the "insured's" interest herein; or
- b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.

10. **Subrogation** -- If "we" pay for a loss, "we" may require that "you" assign to "us" the right of recovery up to the amount "we" pay. "We" are not liable for a loss if, after the loss, "you" impair "our" right to recover against others. "You" may waive "your" right to recover, in writing, before a loss occurs, without affecting coverage.

11. **Transfer Of Your Rights And Duties Under This Policy** -- "Your" rights and duties under this policy may not be transferred without "our" written consent except in the case of "your" death.

If "you" die, "your" rights and duties will be transferred to "your" legal representative but only while acting within the scope of duties as "your" legal representative. Until "your" legal representative is appointed, anyone having proper temporary custody of "your" property will have "your" rights and duties but only with respect to that property.