

## PERSONAL LIABILITY INSURANCE

### COVERAGE FORM

#### CALIFORNIA

"We" will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Various provisions in this policy may restrict coverage. Read the entire policy carefully to determine "your" rights and duties, and what is and is not covered.

### SECTION I – Definitions

Words and phrases used in this policy are defined as follows. **SAMPLE POLICY** words and phrases are defined as follows.

- A. "We," "us" and "our" refer to Navigators Insurance Company providing this insurance.
- B. In this Coverage Form the words "you" and "your" refer to the "Named Insured".
- C. "Named Insured" refer to the Named Insured shown in the Declarations. Your spouse or domestic partner is also a Named Insured if a resident of the same household.
- D. "Insured" in addition to "Named Insured" also means:
  - 1. any other resident of "your" household who is "your" relative, including adopted children, under the age of 21 who is in the care of any "named insured"; a student under the age of 24 who is enrolled in school full time, as defined by the school, who was a resident of "your" household before moving out to attend school; or
  - 2. on active duty in the U.S. Armed Forces, provided the soldier is under the age of 24 and "your" relative;
  - 3. The trusts, estates, limited liability companies or family partnerships shown in the Declarations as respects their ownership interest in an "insured location".
- E. "Asbestos" means the mineral in any form;
- F. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
- G. "Business" means trade, profession or occupation engaged in for money or other compensation, performed on a full-time, part-time or occasional basis. "Business" includes the rental of property by you, or on your behalf, to others. "Business" does not include any of the following:
  - 1. volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - 2. providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
  - 3. the rendering of home day care services to a relative of an "insured".
- H. "Coverage territory" means the United States of America, its territories, possessions and Canada.
- I. "Earth movement" includes, but is not limited to, earthquake, landslide, subsidence, mud flow, sinkhole, erosion, or the sinking, rising, shifting, expanding, vibrating or contracting of earth or soil, or any similar movement of land, soil or earth.
- J. "Electronic media" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment including but not limited to email, photos, video, websites, chatrooms or bulletin boards.
- K. "Employee" means an employee of an insured, or an employee leased to an insured by a labor leasing firm under an agreement between an insured and the labor leasing firm. "Employee" does not include a "residence employee".
- L. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. But "fungi" do not include mushrooms cultivated for human consumption.

**Section I -Definitions continued**

- M. "Golf Cart" means a motorized golf cart you own or rent which is designed to carry up to four (4) persons and is not built or modified after manufacture to exceed a speed of twenty-five (25) miles per hour on level ground while traveling to or from or when used within the legal boundaries of a golfing facility, or while traveling in a private residential community wherein lies your "residence premises," including its public roads, upon which a golf cart can legally travel.
- N. "ID Recovery Case Manager" means a person assigned by us to help an "insured" to recover control over his or her personal identity. This help may include contacting authorities, credit bureaus, creditors and businesses. Such contacts will take place with the permission and cooperation of the "insured".
- O. "ID Theft" means the fraudulent use of the Social Security number or other method of identifying an "insured." This includes the fraudulent use of the personal identity of an "insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"ID Theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

- P. "ID Theft Costs" means any of the following when they are reasonable and necessary costs that are incurred as a direct result of an "ID theft".
1. Costs for re-filing applications for loans, grants or credit accounts.
  2. Costs for long distance telephone calls, postage and notarizing documents.
  3. Costs for credit reports from established credit bureaus.
  4. Costs for an attorney approved by us for the following.
    - (a) The defense of any civil suit brought against an "insured";
    - (b) The removal of any civil judgment wrongfully entered against an "insured";
    - (c) Legal assistance for an "insured" at an audit or hearing by a governmental agency;
    - (d) Legal assistance in challenging the accuracy of the "insured's" consumer credit report; or
    - (e) The defense of any criminal charges brought against an "insured" arising from the actions of a third party using the personal identity of the "insured".
  5. Actual lost wages of the "insured" for time taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
  6. Costs for supervision of children or elderly or infirm relatives or dependants of the "insured" during time taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "insured".
  7. Costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "insured".
  8. Any other reasonable costs necessarily incurred by an "insured" as a direct result of the "ID theft." Such costs include:
    - (a) Costs by the "insured" to recover control over his or her personal identity.
    - (b) Deductibles or service fees from financial institutions.

Such costs do not include:

- i. Costs to avoid, prevent or detect "ID theft" or other loss.
  - ii. Money lost or stolen.
  - iii. Costs that are restricted or excluded elsewhere in this endorsement or policy.
- Q. "Insured location" means:
1. your "residence premises";
  2. individual or family cemetery plots or burial vaults of an "insured"; or
  3. any other location listed on the Schedule of Insured Locations under this Personal Liability Coverage Form.
- However, "insured location" does not include any location, whether or not listed in the Schedule of Insured Locations, where any construction operations, other than repair or maintenance work, are being performed or are in any stage of development by or on behalf of any "insured".
- R. "Lead" means the element in any form.

**Section I -Definitions continued**

- S. "Medical expenses" means reasonable charges for medical, surgical, xray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.
- T. "Motor vehicle" means:
1. a self-propelled land or amphibious vehicle; or
  2. a trailer while being towed by or hitched for towing by a vehicle described in a. above.
- U. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- V. "Personal injury" means any of the following offenses you commit:
1. False arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention or malicious prosecution
  2. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service.
- W. "Personal Threat costs" mean reasonable expenses which you or a family member incurs during the policy period for:
1. wages lost during the 6 weeks after the incident;
  2. temporary security measures;
  3. medical expenses of the victim;
  4. counseling expenses of any "insured";
  5. rewards to a person other than a family member which you are obligated to pay for information leading to the capture and conviction of the perpetrators.
- X. "Personal threat incident" includes:
1. Carjacking. The criminal taking of an automobile while such automobile is being operated by an insured.
  2. Child Abduction. The criminal taking of a child of an insured which causes mental or physical harm to the child. Child abduction does not include the taking of a child by his or her parent, friend of a parent or any other relative, whether or not such parent, friend or relative has the legal right to do so.
  3. Home Invasion. The criminal entry into your "residence premises" while you or any other insured are on those premises.
  4. Mugging. An armed robbery of an insured committed by any person, other than an insured.
  5. Stalking. The continuous harassment or threatening of an insured in violation of a court order for a period greater than 60 days. Stalking does not include harassment or threats made by a past or present relative, by blood, adoption or marriage, of the victim.
- Y. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed
- Z. "Property damage" means physical injury to, destruction of, or loss of use of tangible property. For the purposes of this insurance, electronic data is not tangible property.  
As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- AA. "Residence employee" means your employees described under California Insurance Code 11590 or its amendments.
- AB. "Residence premises" means:
1. the dwelling, shown in the Schedule of Insured Locations, in which you reside;
  2. any other residence listed in the Schedule of Insured Locations as a residence;
  3. any other location you do not own but where you reside temporarily.
- "Residence premises" also includes other structures and grounds at those locations in 1., 2. and 3. above.

**SECTION II – COVERAGES****COVERAGE A – Personal Liability****1. Insuring Agreement**

- a. We will pay those sums the insured becomes legally obligated to pay as compensatory damages (which do not include fines, penalties, sanctions, punitive, exemplary or multiplied portions of damages) because of “bodily injury”, “personal injury” or “property damage” to which this insurance applies. We have the right and duty to defend the insured against any suit seeking such damages, but have no duty to defend the insured against any suit seeking damages to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” or offense and settle any claim or suit that may result. But:
  - i. the amount we pay for damages is limited as described in SECTION III - Limits of Insurance; and
  - ii. our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- b. This insurance applies only if:
  - i. the “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory;”
  - ii. the “bodily injury” or “property damage” occurs during the policy period; and
  - iii. the “personal injury” is caused by an offense during the policy period.

**2. Exclusions**

This insurance does not apply:

- a. **Expected or Intended**  
to “bodily injury,” “personal injury” or “property damage” which is expected or intended from the standpoint of the insured.  
  
This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.
- b. **Motor Vehicle**  
to “bodily injury,” “personal injury” or “property damage” arising out of the ownership, maintenance, operation or use including loading or unloading, of any “motor vehicle” if, at the time of the “occurrence,” the involved “motor vehicle:”
  - i. was registered for use on public roads or property;
  - ii. was not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency; or
  - iii. was being:
    - (a) operated in or practicing for any prearranged or organized race, speed contest or other competition;
    - (b) rented or loaned to others;
    - (c) used to carry persons or cargo for a charge; or
    - (d) used for any “business” purpose.  
This exclusion does not apply to a “motor vehicle” owned by an “insured” which was parked at an “insured location”.
- c. **Watercraft or Hovercraft**  
to “bodily injury,” “personal injury” or “property damage” arising out of the ownership, maintenance, operation or use of any watercraft or hovercraft.  
  
This exclusion does not apply if the watercraft:
  - i. is less than 12 feet long and not powered by a motor greater than five horse power; or
  - ii. is shown on the Schedule of Covered Watercraft attached to this policy.
- d. **Aircraft**  
to “bodily injury,” “personal injury” or “property damage” arising out of the ownership, maintenance, operation or use of any aircraft.
- e. **Business**  
to “bodily injury,” “personal injury” or “property damage” arising out of or in connection with a “business” engaged in by an “insured” whether or not the “business” is owned or operated by an “insured” or employs an “insured”.
- f. **Professional Services**  
to “bodily injury,” “personal injury” or “property damage” arising out of the rendering of or failure to render any professional services.
- g. **Not An Insured Location**  
to “bodily injury,” “personal injury” or “property damage” arising out of any premises that is not an “insured location”.

**Section II Coverage A -Personal Liability -Exclusions Continued**

- h. War  
to "bodily injury," "personal injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:
  - i. Undeclared war, civil war, insurrection, rebellion or revolution;
  - ii. Warlike act by a military force or military personnel or
  - iii. Destruction, seizure or use for a military purpose.
 Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- i. Communicable Disease  
to "bodily injury" or "personal injury" which arises out of the actual, alleged or threatened transmission of a communicable disease by an "insured".
- j. Sexual Molestation, Corporal Punishment or Physical or Mental Abuse  
to "bodily injury" or "personal injury" arising out of sexual molestation, corporal punishment or physical or mental abuse of anyone by anyone.
- k. Controlled Substance  
to "bodily injury," "personal injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by Federal Food and Drug Laws. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs.
- l. Assessments  
any damages, charges, costs, fees or expenses claimed against any "insured" as a property owner or as a member of an association, corporation or community of property owners.
- m. Contracts  
"bodily injury," "personal injury" or "property damage" for which any "insured" assumed responsibility under any contract or agreement.  
This exclusion does not apply to liability that you would have in the absence of the contract or agreement
- n. Property Damage to Owned Property  
to "property damage" to property owned by any "insured". This includes costs or expenses incurred by any "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location".
- o. Property Damage to Non-Owned Property  
to "property damage" to property rented to, occupied or used by or in the care, custody or control of any insured.
- p. Injury to Insureds or Employees  
to "bodily injury," "personal injury" or "property damage" to any insured, any "employee" or any "residence employee" of any "insured".
- q. Statutory Benefits  
to "bodily injury," "personal injury" or "property damage" payable to any person as benefits under any Workers' Compensation Law, disability law or any similar law.  
This exclusion does not apply to benefits prescribed under a Workers Compensation Law to "residence employees" injured, by accident or disease, while within the scope of their employment by an insured within the State of California.
- r. Electronic Media  
to "personal injury" committed in whole or in part in or on any "electronic media".
- s. Fungi  
to "bodily injury," "personal injury" or "property damage" arising out of "fungi".
- t. Earth Movement  
to "bodily injury," "personal injury" or "property damage" arising out of "earth movement" whether or not the "earth movement" is combined with any other cause or causes
- u. Discrimination  
to "bodily injury," "personal injury" or "property damage" arising out of discrimination against anyone by anyone.

**Section II Coverage A -Personal Liability -Exclusions Continued**

- v. Animals
  - to "bodily injury," "personal injury" or "property damage" caused by:
    - i. a wild animal including but not limited to lynx, tiger, wolf or wolf hybrids in the care, custody or control of an "insured";
    - ii. the breeds of dogs including mixed breeds known as Pit Bull, American Staffordshire Terrier, Rottweiler, Akitas, Chow Chow, or Presa Canario.

This exclusion does not apply to any such animal shown in the Schedule of Covered Animals.
- w. Trampoline or Rebounding Devices
  - to "bodily injury" arising out of the ownership, maintenance, operation or use of a trampoline or other rebounding device.

This exclusion does not apply if, at the time of the injury, safety netting was in good condition and installed in accordance with the manufacturers specifications.
- x. Lead
  - to "bodily injury," "personal injury" or "property damage" arising out any exposure to "lead".
- y. Asbestos
  - to "bodily injury," "personal injury" or "property damage" arising out any exposure to "asbestos".
- z. Pollution
  - to "bodily injury," "personal injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- aa. Electromagnetic Fields
  - to "bodily injury," "personal injury" or "property damage" arising out any exposure to Electromagnetic radiation.
- bb. Radon
  - to "bodily injury," "personal injury" or "property damage" arising out any exposure to radon or any similar gas .
- cc. Nuclear
  - to "bodily injury," "personal injury" or "property damage" for which an "insured" under this policy is also an "insured" under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors or would be an insured under such a policy but for the exhaustion of its Limit of Insurance.

**Coverage B – Medical Payments To Others**

**1. Insuring Agreement**

"We" will pay necessary "medical expenses" for "bodily injury" caused by an accident at an "insured location" provided that:

- a. the accident takes place during the policy period;
- b. the expenses are incurred within one year of the date of the accident; and
- c. the injured person submits to examination, at our expense, by physicians of our choice as often as we require.

We will make these payments regardless of fault. These payments will not exceed the applicable Limits of Insurance.

**2. Exclusions**

"We" will not pay "medical expenses" for "bodily injury:"

- i. to any "insured";
- ii. to any "employee" or "residence employee" of any "insured";
- iii. any other person injured on that part of the premises that such person normally occupies;
- iv. if benefits are payable or must be provided under a workers compensation, disability benefits or similar law;
- v. to any person injured while practicing for or participating in any physical exercises, games, sports or athletic contests;
- vi. to any person injured by a "motor vehicle".

**Coverage C – Damage to Property of Others****1. Insuring Agreement**

"We" will pay, at replacement cost, up to \$1,000 for "property damage" to the property of others caused intentionally by an "insured" under the age of 13.

**2. Exclusions**

"We" will not pay for any such damage to property owned by:

- a. any "insured";
- b. a tenant of any "insured" or
- c. any resident in "your" household.

**Supplementary Payments to Coverages A- Personal Liability, B- Medical Payments to Others, and C- Damage to Property of Others**

"We" will also pay, in addition to the Limits of Insurance, the following:

1. All expenses "we" incur in the investigation or settlement of any claim or suit;
2. All costs taxed against an "insured" in any suit "we" defend;
3. Premiums on bonds required in a suit "we" defend, but not for bond amounts more than the Coverage A – Personal Liability Limit of Insurance. "We" need not apply for or furnish any bond;
4. Reasonable expenses incurred by an "insured" at "our" request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting "us" in the investigation or defense of a claim or suit and
5. Interest on the entire judgment which accrues after entry of the judgment and before "we" pay or tender, or deposit in court that part of the judgment which does not exceed the Limit of Insurance that applies.

**Coverage D- Identity Theft Coverage****1. Insuring Agreement**

"We" will provide the Case Management Service and Costs Coverage indicated below if all of the following requirements are met.

- a. There has been an "ID theft" involving the personal identity of an "insured" under this policy; and
- b. Such "ID theft" is first discovered by the "insured" during the policy period for which this Identity Recovery coverage is applicable and
- c. Such "ID theft" is reported to "us" within 60 days after it is first discovered by "you".

If all three of the requirements listed above have been met, then "we" will provide the following to the "insured":

- i. Case Management Service- Services of an "ID recovery case manager" as needed to respond to the "ID theft";
- ii. Costs Coverage- Reimbursement of actual "ID theft costs" incurred as a direct result of the "ID theft".

Service and coverage under this Coverage applies to any "insured" as defined in this policy.

**2. Exclusions**

These exclusions apply to both Case Management Service and Costs Coverage.

"We" do not cover loss or expense arising from any of the following.

- a. The theft of a professional or "business" identity.
- b. Any fraudulent, dishonest or criminal act by an "insured." This includes any such act by a person aiding or abetting an "insured." This also includes any such act by an authorized representative of an "insured." In all these cases, it does not matter whether the individual is acting alone or in collusion with others.  
This exclusion shall not apply to the interests of an "insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
- c. An "ID theft" that is not reported in writing to a Law Enforcement agency.

**COVERAGE E – Personal Threat Recovery****1. Insuring Agreement**

"We" will pay "personal threat costs" if "you" or a family member is victim of a "personal threat incident" during the policy period.

**2. Exclusions**

"We" will not pay any claim:

- a. If a report of the incident is not made to a Law Enforcement agency within 48 hours of a "personal threat incident";
- b. any false or falsely reported incident.

## SECTION III – LIMITS OF INSURANCE

### Coverage A – Personal Liability Coverage

The amount "we" will pay under Coverage A for all damages resulting from any one "occurrence" or offense will not be more than the Coverage A Limit of Insurance shown in the Declarations. This limit is the same regardless of the number of insureds, claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence." All "personal injury" resulting from any one offense will be considered to be the result of one offense.

### Coverage B – Medical Payments To Others

The amount "we" will pay under Coverage B for all "medical expense" payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage B Limit of Insurance shown in the Declarations.

### Coverage C – Damage To Property of Others

The amount "we" will pay under Coverage C will not exceed \$1,000.

### Coverage D – Identity Theft

Case Management Service is available as needed for any one "ID theft" for up to 12 months in a row from the inception of the service. Costs "we" incur to provide Case Management Service do not reduce the amount of limit available for Costs Coverage.

Costs Coverage is subject to a limit of \$15,000 annual aggregate per "insured." This limit is the most "we" will pay for the total of all loss or expense arising out of all "ID thefts" to any one "insured" which are first discovered by the "insured" during the present annual policy period. This limit applies regardless of the number of claims during that period.

An "ID theft" may be first discovered by the "insured" in one policy period and continue into other policy periods. If so, all loss and expense arising from such "ID theft" will be subject to the aggregate limit applicable to the policy period when the "ID theft" was first discovered by the "insured".

Coverage for legal costs is found under item 4. of the definition of "ID theft costs." Such legal costs are part of, and not in addition to, the Costs Coverage limit.

Item 5. (Lost Wages) and item 6. (Child and Elder Care Expenses) of the definition of "ID theft costs" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to wages lost and costs incurred within 12 months after the first discovery of the "ID theft" by the "insured."

Item 7. (Mental Health Counseling) of the definition of "ID theft costs" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "ID theft" by the "insured."

Item 8. (Miscellaneous Unnamed Costs) of the definition of "ID theft costs" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "ID theft" by the "insured."

#### **DEDUCTIBLE**

Case Management Service is not subject to a deductible.

Costs Coverage is subject to a deductible of \$250. "You" shall be responsible for only one deductible under this endorsement during any one policy period.

### Coverage E- Personal Threat Recovery

The amount "we" will pay under Coverage E will not be more than the Coverage E Limit of Insurance shown in the Declarations.

**SECTION IV – CONDITIONS****1. Representations**

By accepting this policy, "you" agree that the statements made in the application for the policy and on the Declarations and Schedule pages are accurate and complete and those statements are based upon representations "you" made to "us" through "your" broker, and "we" have issued this policy in reliance upon "your" representations.

**2. Sole Agent**

The "named insured" first shown on the Declarations Page is authorized to act on behalf of all "insureds" with respect to giving notice of cancellation or non-renewal, receiving refunds and agreeing to any changes in this policy. "You" agree not to transfer or assign any of "your" rights under this policy without "our" written approval.

**3. Severability of Interests**

This insurance applies separately to each "insured". This condition will not increase our Limit of Insurance for any one "occurrence" or offense.

**4. Cancelling "Your" Policy**

- a. "We" may cancel this policy only for the reasons stated below by letting "you" know in writing of the date cancellation takes effect. "We" may cancel this policy by mailing written notice to "you" by certified mail or United States post office certificate of mailing at "your" mailing address shown in the Declarations or at "your" last address known to "us". Proof of mailing will be sufficient proof of notice.
  - i. 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. "We" will provide the reason for cancellation within "our" notice to "you".
  - ii. 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 other than nonpayment of premium by letting "you" know at least 30 days before the date cancellation takes effect. "We" will provide the reason for cancellation within "our" notice to "you".
  - iii. 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:
    - (a) If there has been a material misrepresentation of fact which if known to "us" would have caused "us" not to issue the policy;
    - (b) If the risk has changed substantially since the policy was issued;
  - iv. For fraud or material representation affecting this policy or in the presentation of a claim; or
  - v. Substantial breach of contractual duties, conditions or warranties.

This can be done by letting "you" know at least 30 days before the date cancellation takes effect. "We" will provide the reason for cancellation within "our" notice to "you".
- b. "You" can cancel this policy at any time by returning it to "us" or "your" broker, telling "us", in writing, at what future time "you" want coverage to end.
- c. If "we" cancel this policy, "we" will compute unearned premium due "you" as soon as possible following cancellation of "your" policy. If "you" cancel this policy, "we" will compute unearned premium at 90% of pro-rata and return any premium due "you" as soon as possible following cancellation of "your" policy. If the result of computing unearned premium shows that "you" owe "us" unpaid premium, "you" agree to pay "us" as soon as "you" receive "our" bill for premium due.

**5. Non-Renewal of "Your" Policy**

"We" may elect not to renew this policy. If "we" do not renew, "we" will deliver or mail to "you" by certified mail post office certificate of mailing at "your" mailing address shown in the Declarations or at the last mailing address known to us, written notice of non-renewal at least 60 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. "We" will provide the reason for nonrenewal within "our" notice to "you".

**6. Duties After an "Occurrence" or Offense**

In case of an "occurrence," "you" and any other involved "insured" must perform the duties that apply. "We" have no duty to provide coverage under this policy if "your" failure to perform these duties is prejudicial to "us". These duties are:

- a. As soon as is practical give written notice to "us" or "our" agent which sets forth:
  - i. the identity of the policy and the Named Insured shown in the Declarations;
  - ii. reasonably available information on the time, place and circumstances of the "occurrence" or offense; and
  - iii. names and addresses of any claimants and witnesses;
- b. Cooperate with "us" in the investigation, settlement or defense of any claim or suit;
- c. Promptly forward to "us" every notice, demand, summons or other process relating to the "occurrence" or offense;
- d. At "our" request, help "us":
  - i. to make settlement;
  - ii. to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - iii. with the conduct of suits and attend hearings and trials; and

iv. to secure and give evidence and obtain the attendance of witnesses;

**SECTION IV – Conditions- Duties After an "Occurrence" or Offense Continued**

- e. No "insured" will, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
- 7. Duties of an Injured Person – Coverage B – Medical Payments To Others  
The injured person or someone acting for the injured person will:
  - a. give "us" written proof of claim, under oath if required, as soon as is practical;
  - b. authorize "us" to obtain copies of medical reports and records; and
  - c. submit to a physical exam by a doctor of our choice when and as often as "we" reasonably require.
 Payment under this coverage is not an admission of liability by an "insured" or "us".
- 8. Suit Against "Us"
  - a. no action can be brought against "us" unless there has been full compliance with all of the terms under this policy;
  - b. no one will have the right to join "us" as a party to any action against an "insured";
  - c. no action, with respect to Coverage A, can be brought against "us" until the obligation of such "insured" has been determined by final judgment or agreement signed by "us".
- 9. Bankruptcy of an Insured  
Bankruptcy or insolvency of an "insured" will not relieve "us" of "our" obligations under this policy.
- 10. Other Insurance  
This insurance is excess over other valid and collectible insurance except insurance written specifically to apply as excess over this policy.
- 11. Subrogation  
If an "insured" has rights to recover all or part of any payment "we" made under this policy, those rights are transferred to "us". The insured must do nothing after a loss to impair them. At "our" request, the "insured" will bring suit or transfer those rights to "us" and help "us" enforce them.
- 12. Concealment or Fraud  
"We" do not provide coverage to an "insured" who, whether before or after a loss, has:
  - 1. intentionally concealed or misrepresented any material fact or circumstance;
  - 2. engaged in fraudulent conduct; or
  - 3. made false statements; relating to this insurance.
- 13. Assistance and Claims- Coverage D – Identity Theft  
If "you" have questions or need help, please call the **ID Recovery Help Line at 1 - 8xx - xxx - xxxx.**  
The **ID Recovery Help Line** is available to provide "you" with the following.
  - 1. Information on how to respond to a possible "ID theft."
  - 2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Costs Coverage.
 In some cases, "we" may provide Case Management services at "our" expense to an "insured" prior to a determination that a covered "ID theft" has occurred. "Our" provision of such services is not an admission of liability under the policy. "We" reserve the right to deny further coverage or service if, after investigation, "we" determine that a covered "ID theft" has not occurred.  
As respects Costs Coverage, "you" must send to "us" receipts, bills or other records that support "your" claim for "ID theft costs." Such records must be sent to "us" within 60 days after "our" request.
- 14. Services - Coverage D – Identity Theft  
The following conditions apply as respects any services provided by "us" or "our" designees to "you" or any "insured" under this endorsement.
  - a. "Our" ability to provide helpful services in the event of an "ID theft" depends on your cooperation, permission and assistance.
  - b. All services may not be available or applicable to all individuals. For example, "insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
  - c. "We" do not warrant that "our" services will end or solve all problems associated with an "ID theft." "We" do not warrant that "our" services will prevent future "ID thefts."

In Witness Whereof, "we" have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by "our" authorized representative.

Bradley D.  President

## RENTAL PROPERTY LIABILITY COVERAGE FORM

### CALIFORNIA

"We" will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Various provisions in this policy may restrict coverage. Read the entire policy carefully to determine "your" rights and duties, and what is and is not covered.

### SECTION I – Definitions

Words and phrases used in this policy are defined as follows: **SAMPLE POLICY** words and phrases

- A. "We," "us" and "our" refer to Navigators Insurance Company providing this insurance.
- B. In this Coverage Form the words "you" and "your" refer to the "Named Insured".
- C. "Named Insured" refer to the Named Insured shown in the Declarations.
- D. "Insured" and "insureds" in addition to "Named Insured" also means:
1. If "you" are designated in the Declarations as:
    - i. An individual, your spouse or domestic partner is an insured, but only with respect to the "covered premises."
    - ii. A partnership or joint venture, you are an "insured". "Your" members, "your" partners, and their spouses or domestic partners are also insureds, but only with respect to the "covered premises."
    - iii. A limited liability company, "you" are an insured. "Your" members are also insureds, but only with respect to the "covered premises". "Your" managers are insureds, but only with respect to their duties as "your" managers.
    - iv. An organization other than a partnership, joint venture or limited liability company, "you" are an insured. "Your" "executive officers" and directors are insureds, but only with respect to their duties as "your" officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
    - v. A trust, "you" are an insured. "Your" trustees are also insureds, but only with respect to their duties as trustees.
  2. Each of the following is also an insured:
    - i. Your "volunteer workers" only while performing duties related to the "covered premises," or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the "covered premises."

However, none of these "employees" or "volunteer workers" are insureds for:

- (a) "Bodily injury" or "personal injury":
- (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the "covered premises," or to your other "volunteer workers" while performing duties related to the "covered premises";
  - (2) To the spouse, domestic partner, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(1) above;
  - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a)(1) or (a)(2) above; or
  - (4) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Property damage" to property:
- (1) Owned, occupied or used by,
  - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- ii. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- iii. Any person or organization having proper temporary custody of your property if you die, but only:
  - (a) With respect to liability arising out of the maintenance or use of that property; and
  - (b) Until your legal representative has been appointed.

**SECTION I – Definitions- continued**

2. Each of the following is also an insured: *(continued)*

- iv. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. "Auto" means:

- 1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

F. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. "Covered premises" means the premises shown in the Schedule of Covered Premises attached to this policy and, for 30 days after their acquisition during the policy period, any other premises of the kind shown in the Schedule of Covered Premises. "Covered premises" do not include any premises which are vacant for a period of 90 days or more.

H. "Earth movement" includes, but is not limited to, earthquake, landslide, subsidence, mud flow, sinkhole, erosion, or the sinking, rising, shifting, expanding, vibrating or contracting of earth or soil, or any similar movement of land, soil or earth.

I. "Employee" includes "leased workers" and "temporary workers".

J. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

K. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

L. "Impaired property" means tangible property that cannot be used or is less useful because:

- 1. It contains a defective, deficient, inadequate or dangerous; or
- 2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- 1. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- 2. Your fulfilling the terms of the contract or agreement.

M. "Insured contract" means:

A contract for a lease of premises.

N. "Lead" means the element in any form;

O. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

P. "Loading or unloading" means the handling of property:

- 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- 2. While it is in or on an aircraft, watercraft or "auto"; or

**RENTAL PROPERTY LIABILITY COVERAGE FORM**

3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

Q. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - i. Power cranes, shovels, loaders, diggers or drills; or
  - ii. Road construction or resurfacing equipment such as graders, scrapers or rollers;

**SECTION I – Definitions- continued**

Q. "Mobile equipment" (*continued*)

5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - ii. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

1. Equipment designed primarily for:
  - i. Snow removal;
  - ii. Road maintenance, but not construction or resurfacing; or
  - iii. Street cleaning;
2. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- R. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- S. "Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  1. False arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention or malicious prosecution;
  2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- T. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- U. "Products-completed operations hazard":
  1. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - i. Products that are still in your physical possession; or
    - ii. Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**SECTION I – Definitions- continued**

V. "Products-completed operations hazard" (*continued*)

2. Does not include "bodily injury" or "property damage" arising out of:
  - i. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - ii. The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - iii. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

W. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

X. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Y. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

Z. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

AA. "Your product":

1. Means:
  - i. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
2. Includes
  - i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - ii. The providing of or failure to provide warnings or instructions.
  - iii. Does not include vending machines or other property rented to or located for the use of others but not sold.

AB. "Your work":

1. Means:
  - i. Work or operations performed by you or on your behalf; and
  - ii. Materials, parts or equipment furnished in connection with such work or operations.

2. Includes
  - i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
  - ii. The providing of or failure to provide warnings or instructions.

**SECTION II – COVERAGES****COVERAGE F – Bodily Injury and Property Damage Liability****1. Insuring Agreement**

- a. "We" will pay those sums that the insured becomes legally obligated to pay as compensatory damages (which do not include fines, penalties, sanctions, punitive, exemplary or multiplied portions of damages) because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- i. The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages F or G or medical expenses under Coverage H.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages F and G.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- i. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place at "covered premises"; and
  - ii. The "bodily injury" or "property damage" occurs during the policy period;
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- i. That the insured would have in the absence of the contract or agreement; or
- ii. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- i. Causing or contributing to the intoxication of any person;
- ii. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- iii. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- i. An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- ii. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

**Section II Coverage F- Bodily Injury and Property Damages-Exclusions Continued**

e. Employer's Liability (continued)

This exclusion applies:

- i. Whether the insured may be liable as an employer or in any other capacity; and
- ii. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

f. Pollution

- i. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- ii. Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- i. A watercraft you own while ashore on premises you own or rent;
- ii. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- i. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- ii. The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- i. War, including undeclared or civil war;
- ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- j. Damage To Property  
"Property damage" to:
  - i. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
  - ii. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - iii. Property loaned to you; or
  - iv. Personal property in the care, custody or control of the insured;

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

**Section II Coverage F- Bodily Injury and Property Damages-Exclusions Continued**

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- i. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- ii. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

o. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- i. "Your product";
- ii. "Your work"; or
- iii. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal Injury

"Bodily injury" arising out of "personal injury".

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. Fungi

to "bodily injury," or "property damage" arising out of "fungi".

s. Lead

to "bodily injury," or "property damage" arising out any exposure to "lead".

t. Earth Movement

to "bodily injury," or "property damage" arising out "Earth movement".

**COVERAGE G – Personal Injury Liability**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages (which do not include fines, penalties, sanctions, punitive, exemplary or multiplied portions of damages) because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - i. The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - ii. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages F or G or medical expenses under Coverage H.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages F and G.
- b. This insurance applies to "personal injury" caused by an offense arising out of your business but only if the offense was committed at the "covered premises" during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**  
 "Personal injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury".
- b. **Material Published With Knowledge Of Falsity**  
 "Personal injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
 "Personal injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**  
 "Personal injury" arising out of a criminal act committed by or at the direction of the insured.
- e. **Contractual Liability**  
 "Personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach Of Contract**  
 "Personal injury" arising out of a breach of contract.
- g. **Quality Or Performance Of Goods – Failure To Conform To Statements**  
 "Personal injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance.
- h. **Wrong Description Of Prices**  
 "Personal injury" arising out of the wrong description of the price of goods, products or services.
- i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**  
 "Personal injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

j. Insureds Using the Internet or in Electronic Chatrooms Or Bulletin Boards

"Personal injury" committed by an insured using the internet or arising out of an electronic chatroom or bulletin board whether or not the insured hosts, owns, or over which the insured exercises control.

k. Pollution

"Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**Section II Coverage G- Personal Injury Liability- Exclusions- Continued**

l. Pollution-Related

Any loss, cost or expense arising out of any:

- i. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- ii. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

m. War

"Personal injury", however caused, arising, directly or indirectly, out of:

- i. War, including undeclared or civil war;
- ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**COVERAGE H – Medical Payments**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- i. On "covered premises";
- ii. On ways next to "covered premises" or
- iii. Because of your operations.

provided that:

- i. The accident takes place at the "covered premises" and during the policy period;
- ii. The expenses are incurred and reported to us within one year of the date of the accident; and
- iii. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- i. First aid administered at the time of an accident;
- ii. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- iii. Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

- a. Any Insured  
To any insured.
- b. Hired Person  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

- c. Injury On Normally Occupied Premises  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers Compensation And Similar Laws  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletic Activities  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. Coverage F Exclusions  
Excluded under Coverage F.

### **SUPPLEMENTARY PAYMENTS – COVERAGES F AND G**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - d. All costs taxed against the insured in the "suit".
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

### **SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage H;
  - b. Damages under Coverage F;
  - c. Damages under Coverage G.
3. Subject to 2. above, the Personal Injury Limit is the most we will pay under Coverage G for the sum of all damages because of all "personal injury" sustained by any one person or organization.

4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage F; and
  - b. Medical expenses under Coverage Hbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
5. The Medical Expense Limit is the most we will pay under Coverage H for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Rental Property Coverage Form applies to the policy period shown in the Declarations.

## **SECTION IV – CONDITIONS**

### **1. Representations**

By accepting this policy, "you" agree that the statements made in the application for the policy and on the Declarations and Schedule pages are accurate and complete and those statements are based upon representations "you" made to "us" through "your" agent or brokers, and "we" have issued this policy in reliance upon "your" representations.

### **2. Sole Agent**

The "named insured" first shown of the Declarations Page is authorized to act on behalf of all "insureds" with respect to giving notice of cancellation or non-renewal, receiving refunds and agreeing to any changes in this policy. "You" agree not to transfer or assign any of "your" rights under this policy without "our" written approval.

### **3. Severability of Interests**

This insurance applies separately to each "insured". This condition will not increase our Limit of Insurance for any one "occurrence" or offense.

### **4. Cancelling "Your" Policy**

- a. "We" may cancel this policy only for the reasons stated below by letting "you" know in writing of the date cancellation takes effect. "We" may cancel this policy by mailing written notice to "you" by certified mail or United States post office certificate of mailing at "your" mailing address shown in the Declarations or at "your" last address known to "us". Proof of mailing will be sufficient proof of notice.
  - i. 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. "We" will provide the reason for cancellation within "our" notice to "you".
  - ii. 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 other than nonpayment of premium by letting "you" know at least 30 days before the date cancellation takes effect. "We" will provide the reason for cancellation within "our" notice to "you".
  - iii. 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:
    - (a) If there has been a material misrepresentation of fact which if known to "us" would have caused "us" not to issue the policy;
    - (b) If the risk has changed substantially since the policy was issued;;
  - iv. For fraud or material representation affecting this policy or in the presentation of a claim; or
  - v. Substantial breach of contractual duties, conditions or warranties.

This can be done by letting "you" know at least 30 days before the date cancellation takes effect. "We" will provide the reason for cancellation within "our" notice to "you".
- b. "You" can cancel this policy at any time by returning it to "us" or "your" broker, telling "us", in writing, at what future time "you" want coverage to end.

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- c. If "we" cancel this policy, "we" will compute unearned premium due "you" as soon as possible following cancellation of "your" policy. If "you" cancel this policy, "we" will compute unearned premium at 90% of pro-rata and return any premium due "you" as soon as possible following cancellation of "your" policy. If the result of computing unearned premium shows that "you" owe "us" unpaid premium, "you" agree to pay "us" as soon as "you" receive "our" bill for premium due.
5. **Non-Renewal of "Your" Policy**

"We" may elect not to renew this policy. If "we" do not renew, "we" will deliver or mail to "you" by certified mail post office certificate of mailing at "your" mailing address shown in the Declarations or at the last mailing address known to us, written notice of non-renewal at least 60 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. "We" will provide the reason for nonrenewal within "our" notice to "you".
6. **Duties After an "Occurrence" or Offense**

In case of an "occurrence," you and any other involved insured must perform the duties that apply. We have no duty to provide coverage under this policy if your failure to perform these duties is prejudicial to us. These duties are:

  - a. As soon as is practical give written notice to "us" or "our" agent which sets forth:
    - i. the identity of the policy and the Named Insured shown in the Declarations;
    - ii. reasonably available information on the time, place and circumstances of the "occurrence" or offense; and
    - iii. names and addresses of any claimants and witnesses;

### **SECTION IV – Conditions - 6. Duties After an "Occurrence" or Offense - Continued**

- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;
  - c. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence" or offense;
  - d. At our request, help us:
    - i. To make settlement;
    - ii. to enforce any right of contribution or indemnity against any person or organization who may be liable to an insured;
    - iii. with the conduct of suits and attend hearings and trials; and
    - iv. to secure and give evidence and obtain the attendance of witnesses;
  - e. No insured will, except at such insured's own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
7. **Duties of an Injured Person – Coverage H – Medical Payments To Others**

The injured person or someone acting for the injured person will:

  - a. give us written proof of claim, under oath if required, as soon as is practical;
  - b. authorize us to obtain copies of medical reports and records; and
  - c. submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

Payment under this coverage is not an admission of liability by an insured or us.

8. **Suit Against Us**
  - a. no action can be brought against us unless there has been full compliance with all of the terms under this policy;
  - b. no one will have the right to join us as a party to any action against an insured;
  - c. no action, with respect to Coverage A, can be brought against us until the obligation of such insured has been determined by final judgment or agreement signed by us.
9. **Bankruptcy of an Insured**

Bankruptcy or insolvency of an insured will not relieve us of our obligations under this policy.

- 10. **Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to apply as excess over this policy.

