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## PERSONAL INJURY

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

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### DEFINITIONS

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The following definition is added:

"Personal injury" means injury that arises out of one or more of the following offenses committed during the policy period:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution;
- c. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, if such offense is committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises; or
- d. oral or written publication, including electronic publication, of material that:
  - 1) slanders or libels a person or an organization;
  - 2) disparages a person's or an organization's goods, products, or services; or
  - 3) violates a person's right of privacy.

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### LIABILITY COVERAGES

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#### PRINCIPAL LIABILITY COVERAGES

The following is added to Coverage L -- Personal Liability:

**Personal Injury Coverage** -- "We" pay, up to the "limit" that applies, those sums for which an "insured" is legally liable because of "personal injury" to which this coverage applies.

"We" will defend a suit seeking damages if the suit resulted from "personal injury" to which this coverage applies. Such defense will be provided at "our" expense by counsel that "we" choose.

"We" may make investigations and settle claims or suits that "we" decide are appropriate. "We" do not have to settle or provide a defense after "we" have paid an amount equal to the "limit" that applies as a result of a judgment or written settlement.

#### INCIDENTAL LIABILITY COVERAGES

With respect to the coverage provided by this endorsement, Loss Assessment is deleted and replaced by the following:

#### Loss Assessment

- a. "We" pay for "your" share of an assessment levied by a homeowners, condominium, or similar residential association if the assessment is levied as a result of "personal injury" not excluded by this endorsement.
- b. However, "we" do not pay for assessments levied against "you" or a homeowners, condominium, or similar residential association by any governmental body or authority.
- c. Coverage applies only when the assessment is levied during the policy period and is levied against "you" as owner or tenant of the "described location" or a premises shown in the Schedule of an endorsement providing Loss Assessment Coverage, if attached to this policy.
- d. The most "we" pay for all assessments levied during the policy period as a result of "personal injury" to any one person or organization is \$1,500. This "limit" applies regardless of the number of assessments levied or offenses committed.

## EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

With respect to the coverage provided by this endorsement, the Exclusions That Apply To Coverage L And Coverage M, the Additional Exclusions That Apply Only To Coverage L, and the Additional Exclusions That Apply Only To Coverage M are deleted and replaced by the following:

1. This policy does not apply to "personal injury":
  - a. arising out of an act committed by or directed by an "insured" who knew that the act would violate the rights of another and would result in "personal injury";
  - b. arising out of oral or written publication, including electronic publication, of material by or at the direction of an "insured" who knew that the publication was false;
  - c. arising out of oral or written publication, including electronic publication, of material that was first published before the effective date of this insurance;
  - d. arising out of a criminal act committed by or directed by an "insured";
  - e. arising out of liability assumed by an "insured" under any contract or agreement, other than an indemnity obligation assumed by an "insured" under a written contract that directly relates to the ownership, maintenance, or use of an "insured premises";
  - f. sustained by any person as a result of an offense directly or indirectly related to such person's employment by an "insured";
  - g. arising out of or in any way related to a "business" conducted from an "insured premises" or undertaken by an "insured", regardless of location, whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This includes but is not limited to "personal injury" arising out of an act or a failure to act, regardless of its circumstance, involving a service or duty owed, promised, provided, or implied to be provided because of the nature of the "business".

However, this exclusion does not apply to "personal injury" that arises out of:

- 1) the rental or holding for rental of an "insured premises":
  - a) on an occasional basis for use only as a residence;
  - b) in part for use only as a residence (No family unit may include more than two roomers or boarders.);
  - c) in part for use as a school, studio, office, or private garage;
  - d) that is described in the Schedule of an endorsement providing Additional Residence Rental To Others -- Liability Coverage Only, if attached to this policy; or
  - e) that is a farm premises described in the Schedule of an endorsement providing Farm Liability Coverage, or a new farm premises acquired by "you" during the policy period, but only if an endorsement providing Farm Liability Coverage is attached to this policy; or
- 2) the "business" activities of an "insured" under the age of 21 years, but only if such "insured" is involved in a part-time or occasional, self-employed "business" that does not employ others and the "personal injury" arises out of activities related to that "business";
- h. arising out of civic or public duties performed for pay by an "insured";
- i. to an "insured" as defined in 13.a., 13.b., 13.c., 13.d., or 13.e. under Definitions.

This exclusion also applies to any claim made or suit brought against an "insured" seeking:

- 1) reimbursement of; or
- 2) contribution toward;

damages for which another person may be liable because of "personal injury" to an "insured";

- j. arising out of the actual, alleged, or threatened discharge, dispersal, disposal, emission, escape, leaching, leakage, migration, release, seepage, or spillage of "pollutants" at any time;
- k. arising directly or indirectly, in whole or in part, from the actual, alleged, or threatened ingestion of, inhalation of, contact with, exposure to, existence of, presence of, or any activity of bacteria, "fungi", wet rot, or dry rot;
- l. arising out of lead in any form;
- m. arising out of electronic chat rooms, bulletin boards, gripe sites, social networking sites, or other forums that an "insured" hosts, owns, or has the control or authority to update.

However, this exclusion does not apply to "personal injury" arising out of content posted by an "insured" or provided by an "insured" for posting by others to a web site, weblog, blog, or other electronic forum; or

- n. arising out of electronic aggression, including but not limited to harassment or bullying committed:
  - 1) by means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a weblog; or
  - 2) by other electronic means, including but not limited to email, instant messaging, or text messaging.

2. This policy does not apply to 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, neutralize, or in any way respond to or assess the effects of "pollutants", bacteria, "fungi", wet rot, dry rot, or lead; or
  - b. claim or suit by or on behalf of any governmental body or authority for damages relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants", bacteria, "fungi", wet rot, dry rot, or lead.

With respect to the coverage provided by this endorsement, What Must Be Done In Case Of Loss Or Occurrence is deleted and replaced by the following provision, entitled What Must Be Done In Case Of An Offense.

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### WHAT MUST BE DONE IN CASE OF AN OFFENSE

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The following duties apply when there has been a covered offense. These duties must be performed by "you" or another "insured". "You" must assist "us" by seeing that they are performed.

"We" are not obligated to provide the Personal Injury Coverage described in this endorsement if these duties are not performed.

1. **Notice** -- Written notice must be given to "us" or "our" agent as soon as is practical. The notice must state:
  - a. "your" name and the policy number;
  - b. reasonably available information regarding the time, location, and other details of the offense; and

- c. the names and addresses of all known potential claimants and witnesses.

2. **Volunteer Payments** -- Any:

- a. payments made;
- b. rewards paid or offered; or
- c. obligations or other costs assumed;

by an "insured" will be at the "insured's" own cost.

However, this does not apply to cost for first aid to others at the time of the "personal injury".

- 3. **Cooperation** -- The "insured" must cooperate with "us" in the investigation, defense, or settlement of a claim or suit.
- 4. **Notices, Demands, And Legal Papers** -- The "insured" must promptly give "us" copies of all notices, demands, and legal papers that relate to the offense.
- 5. **Assistance With Claims And Suits** -- At "our" request, the "insured" must help "us":
  - a. to settle a claim;
  - b. to enforce the right of recovery or indemnification against all parties who may be liable to an "insured";
  - c. to conduct suits. This includes being at trials and hearings;
  - d. in the securing of and giving of evidence; and
  - e. in obtaining the attendance of all witnesses.

With respect to the coverage provided by this endorsement, How Much We Pay For Loss Or Occurrence is deleted and replaced by the following provision, entitled How Much We Pay.

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## HOW MUCH WE PAY

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- 1. **Personal Injury Coverage** -- The "limit" shown on the "declarations" for Coverage L is the most "we" pay for all "personal injury" to any one person or organization. This applies regardless of the number of:
  - a. persons insured under this policy;
  - b. claims made or suits brought; or
  - c. offenses committed during the policy period.
- 2. **Severability** -- The Personal Injury Coverage provided by this endorsement applies separately to each "insured", but this does not increase the "limit" that applies to "personal injury" to any one person or organization.

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## POLICY CONDITIONS

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The Policy Period condition under Conditions Applicable To Liability Coverages Only does not apply with respect to the coverage provided by this endorsement.

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