PERSONAL LIABILITY COVERAGE PART AGREEMENT

We agree to provide Personal Liability Insurance and the other related coverages described in this Policy in return for payment of the required premium. ***We*** have added this Coverage Part to ***your*** Property Insurance policy. It will expire at the same time the Property Insurance policy expires and it is subject to the same cancellation provisions.

It is important that ***you*** read each part of this policy carefully to understand the coverage provided, ***your*** obligations and ***our*** obligations under the policy. Each coverage is subject to all ***terms*** relating to that coverage.

The complete Personal Liability Coverage consists of the Declarations page, this booklet and other endorsements which may be added.

The ~~following~~ Table of Contents shows how the coverage part is organized and will help ***you*** locate particular sections.

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DEFINITIONS

We define certain words which appear throughout the policy text in bold ~~face~~/italic type. They do not necessarily imply that coverage is provided under ***your*** policy. The definitions help ***you*** understand the coverage which is described elsewhere in the policy.

1. The words ***you*** and ***your*** refer to the person or entity named in the Declarations and ***your*** spouse if a resident of ***your*** household. The words ***we***, ***us*** and ***our*** refer to the insurance company named in the Declarations.
2. ***Bodily injury*** means ***bodily*** ~~harm,~~***injury***, bodily sickness or bodily disease ~~to a~~ sustained by any person which occurs during the policy period, including ~~required care, loss of service and~~ death at any time resulting ~~therefrom.~~ from such ***bodily injury***, bodily sickness or bodily disease.
3. ***Business*** means a trade, profession, or other occupation including farming, all whether full or part time, or the rental of any property to others. (However, ***business*** does not include the occasional rental, for residential purposes, of the portion of the ***insured premises*** normally occupied exclusively by ***your*** household).
4. ***Domestic employee*** means a person employed by an ***insured*** to perform duties in connection with the maintenance or use of the ***insured premises***. This includes persons who perform household or domestic services or duties of a similar nature elsewhere for an ***insured***. This does not include persons while performing duties in connection with an ***insured's business***.
5. ***Insured***:
   a. ***Insured*** means ***you*** and, if residents of ***your*** household, ***your*** relatives and any other person under the age of 21 in ***your*** care or in the care of ***your*** resident relatives.
   b. Under Personal Liability and Medical Payments to Others coverages only, ***insured*** also includes:
      1) any person or organization legally responsible for a watercraft or animal owned by an ***insured*** and to which this insurance applies; (This does not include anyone using or having custody of the watercraft or animal in the course of any ***business*** or without the owner's permission); and
      2) any person while performing duties as a ***domestic employee*** of an ***insured***.

c. If ***you*** die while insured under this policy, ***your*** protection passes to ***your*** legal representative or other person having proper~~,~~ temporary custody of covered property. However, this person or ***your*** legal representative is an ***insured*** only with respect to insurance on covered property and legal liability arising out of the property.
Any person who is an ***insured*** at the time of ***your*** death continues to be an ***insured*** while residing on the ***insured premises***.

d. Each person listed above is a separate ***insured*** under this policy, but this does not increase ***our*** limit of liability under this policy.

6. ***Insured premises***:
   a. Described Location:
      1) If ***you*** own the one to four family house described in the Declarations, the ***insured premises*** means that house, related private structures, and grounds at that location.
      2) If ***you*** own the townhouse or row house described in the Declarations, the ***insured premises*** means that townhouse or row house, related private structures and grounds used or occupied exclusively by ***your*** household for residential purposes at that location.
      3) If ***you*** own the one or two family mobile home described in the Declarations, the ***insured premises*** mean that mobile home, related private structures and grounds at that location.
      4) If ***you*** reside in the condominium unit, cooperative, apartment or rental premises described in the Declarations, the ***insured premises*** mean the parts of the described location which are used or occupied exclusively by ***your*** household for residential purposes.
   b. ***Insured premises*** also include the following:
      1) other premises listed in the Declarations;
      2) the portion of any residential premises acquired by ***you*** for ***your*** occupancy during the policy period;
      3) vacant land (other than ***farm*** land) owned by or rented to an ***insured*** including land on which a ***residence*** is being constructed for the personal use of an ***insured***;
      4) individual or family cemetery lots and burial vaults;
      5) the portion of any residential premises, not owned by an ***insured***, while temporarily occupied by an ***insured***;
      6) any premises used by ***you*** in connection with the described location; and
      7) approaches and access ways immediately adjoining the ***insured premises***.
7. ***Medical ~~expenses~~Expenses*** mean reasonable and necessary expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and funeral services, prosthetic devices, and eyeglasses, including contact lenses.
8. ***Motorized ~~vehicle~~Vehicle*** means any self-propelled land or amphibious vehicle (regardless of horsepower, number of wheels or method of surface contact) including parts and equipment. (This does not include small motorized equipment for the service of the ***insured premises*** such as power lawn mowers and snow blowers).
   The following categories of ***motorized vehicles*** have specific meanings as used in this policy.
   a. ***Motor Vehicle*** means a ***motorized vehicle***, trailer or semi-trailer (including any attached machinery or apparatus):
      1) subject to ***motor vehicle*** registration; or
      2) designed for use or travel on public roads.
   b. ***Recreational motor vehicle*** means a ***motorized vehicle*** (other than a ***motor vehicle*** as defined above), trailer, or attached apparatus designed or used for recreation, vacation or leisure time activities.
9. ***Occurrence*** means an accident, including continuous or repeated exposure to substantially similar conditions.
10. ***Property ~~Damage~~damage*** means injury to or destruction of tangible property including the loss of its use.
11. ***Residence*** means a one to four family house, a townhouse, a row house, or one or two family mobile home.
12. ***Terms*** as used in this policy mean provisions, limitations, exclusions and definitions.

PRINCIPAL LIABILITY AND MEDICAL PAYMENTS COVERAGES

Coverage L-Personal Liability

We pay~~,~~ up to ***our*** limit of liability, all sums for which any ***insured*** is legally liable because of ***bodily injury*** or ***property damage*** caused by an ***occurrence*** to which this coverage applies.

We will defend (with counsel of ***our*** choice) any suit seeking damages, provided the suit resulted from ***bodily injury*** or ***property damage*** not excluded under this coverage. ***We*** may make investigation and settle any claim or suit that ***we*** decide is appropriate. ***We*** are not obligated to provide a defense after ***we*** have paid, either by judgment or settlement, an amount equal to ***our*** limit of liability.

Coverage M-Medical Payments ~~to~~To Others

We pay the necessary ***medical expenses*** incurred or medically determined within three years from the date of a~~n~~ accident causing ***bodily injury*** to which this coverage applies. This coverage applies only:

1. to a person on the ***insured premises*** with the permission of any ***insured***; or

2. to a person away from the ***insured premises*** if the ***bodily injury***:
   a. results from a condition on the ***insured premises***;
   b. is caused by the activities of an ***insured***;
   c. is caused by a person while performing duties as a ***domestic employee*** of any ***insured***;
   d. is caused by an animal owned by or in the care of any ***insured***; or
   e. is suffered by a ***domestic employee*** and arises out of and in the course of employment by any ***insured***.

INCIDENTAL LIABILITY AND MEDICAL PAYMENTS COVERAGES

This policy provides the following Incidental Liability and Medical Payments Coverages. These incidental coverages are subject to the ***terms*** of the Principal Liability and Medical Payments ~~To Others~~ Coverages. These incidental coverages do not increase the limit of liability stated for the principal coverages except: Claims Expense Coverage and First Aid Expense Coverage.

1. **Damage to Property of Others**-Regardless of an ***insured's*** legal liability, ***we*** either pay for property of others damaged or destroyed by an ***insured*** or ***we*** repair or replace the property, to the extent practicable, with property of equivalent kind and quality. ***Our*** limit of liability for this coverage is $250 per ***occurrence***.
   We do not pay for damage to property:
   a. owned by, rented to or leased to any ***insured***, any other resident of ***your*** household, or tenant of any ***insured***;
   b. caused intentionally by any ***insured*** who has attained the age of 13;
   c. covered under this policy under Property Coverages; or
   d. resulting from:
      1) activities in connection with an ***insured's business***;
      2) premises owned ~~by~~, rented ~~to~~, or controlled by an ***insured***, other than the ***insured premises***; or
      3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of ***motorized vehicles***, aircraft or watercraft.
2. **Contracts and Agreements Coverage**-***We*** pay for damages for ***bodily injury*** or ***property damage*** resulting from liability assumed by an ***insured*** under a contract, provided:
   a. the contract is in writing and made before the loss; and
   b. it is not in connection with ***business*** activities of any ***insured***.
3. **Claims and Defense Expense Coverage**-***We*** pay the following expenses incurred in connection with a suit defended by ***us*** under the Personal Liability coverage:
   a. costs taxed to the ***insured***;
   b. expenses incurred by ***us***;
   c. actual loss of earnings by an ***insured***, up to $50 per day, for time spent away from work at ***our*** request;
   d. other necessary expenses incurred at ***our*** request;
   e. interest accruing after entry of a judgment but ending when ***we*** tender or pay up to the applicable limit of liability;
   f. prejudgment interest awarded against the ***insured*** on that part of the judgment that ***we*** pay. If ***we*** make an offer to pay the applicable limit of liability, ***we*** will not pay any prejudgment interest based on that period of time after the offer.
   g. premiums on appeal bonds or bonds to release attachment up to ***our*** limit of liability; (***We*** are not required to apply for or furnish any bonds); and
   ~~g~~h.
   p
   remiums up to $500 per bail bond required of any ***insured*** because of an accident or traffic law violation arising out of the use of any vehicle to which this policy applies. (~~–~~***We*** are not required to apply for or furnish any bonds~~).~~.)
   We do not pay for punitive or exemplary damages, or defense costs related thereto. This exclusion applies regardless of any other provision of this policy or endorsements attached to this policy.
4. **First Aid Expense Coverage**-Regardless of an ***insured's*** legal liability, ***we*** pay expenses incurred by an ***insured*** for first aid to persons, other than ***insureds***, for ***bodily injury*** covered by this policy.
5. **Incidental *Motorized Vehicle* Coverage**-***We*** pay for ***bodily injury*** or ***property damage*** which:

a. occurs on the ***insured premises*** and results from the ownership, maintenance, use, loading or unloading by an ***insured*** of:
   1) ***motorized vehicles*** not subject to ***motor vehicle*** registration because of their type or use; or
   2) ***recreational motor vehicle***s;

b. occurs anywhere and results from:
   1) golf carts while used for golfing purposes;
   2) utility, boat, camp or mobile home trailers except when the trailer is carried on, towed by or attached to a ***motor vehicle*** or ***recreational motor vehicle***; or
   3) ***motorized vehicles*** designed exclusively for use off public roads and used principally to service the ***insured premises*** and not subject to motor vehicle registration; or

c. results from the ***insured's*** use of a ***recreational motor vehicle*** not owned by an ***insured***. and not subject to ***motor vehicle*** registration.

6. Watercraft.
   a. ***We*** pay for ***bodily injury*** or ***property damage*** resulting from the maintenance, use, loading or unloading by an ***insured*** of watercraft:
      1) while on the ***insured premises***; or
      2) not owned by or rented to an ***insured*** if the ***bodily injury*** or ***property damage*** results from the activities of an ***insured***.
   b. ***We*** pay for ***bodily injury*** and ***property damage*** resulting from the maintenance, use, loading or unloading of:
      1) watercraft owned by or rented to any ***insured*** and powered by inboard or inboard/outboard motor(s) totaling 50 horsepower or less; or
      2) sailing vessels with or without auxiliary power owned or rented to any ***insured*** and less than 26 feet in overall length.
   c. ***We*** pay for ***bodily injury*** and ***property damage*** resulting from the maintenance, use, loading, or unloading of watercraft powered by outboard motors totaling 50 horsepower or less.
   d. Under the following circumstances, ***we*** pay for ***bodily injury*** or ***property damage*** resulting from the maintenance, use, loading, or unloading of watercraft powered by outboard motors totaling more than 50 horsepower:
      1) the motors are insured for Personal Liability coverage and shown on the Declarations or any endorsement;
      2) the motors are reported to ***us*** and Personal Liability coverage is requested within 45 days after acquisition by any ***insured***; or
      3) the motors are not owned by any ***insured***.
7. **Incidental *Business* Coverage**-***We*** pay for ***bodily injury*** or ***property damage*** resulting from:
   a. the occasional rental of the portion of the ***insured premises*** normally occupied by ***you***, exclusively for residential purposes;
   b. the rental of any other portion of the ***insured premises*** for residential purposes; (No family unit may include more than two roomers or boarders)
   c. the rental of a portion of the ***insured premises*** as a school, studio, office or private garage;
   d. incidental activities normally performed by minors; and
   e. activities in conjunction with ***business*** pursuits which are ordinarily considered nonbusiness in nature.

EXCLUSIONS

1. **Exclusions that Apply to Both Personal Liability and Medical Payments To Others**-This policy does not apply to liability:
   a. caused directly or indirectly by war; (This means undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental).
   b. resulting from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of aircraft, except for ***bodily injury*** to a person while performing duties as a ***domestic employee***; (This exclusion does not apply to model airplanes).

c. resulting from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading by an ***insured*** of ***motorized vehicles*** or watercraft, except:
   1) for ***bodily injury*** to a person in the course of performing duties as a ***domestic employee***; or
   2) if coverage is provided for by an Incidental Liability Coverage~~.~~;
d. resulting from the use of a ***motorized vehicle*** in any racing, speed, pulling or pushing, demolition or stunting activity or contest or in the practice or preparation for such activity or contest;
e. resulting from the rendering of or failing to render professional services;
f. resulting from activities in connection with an ***insured's business***, except as provided under Incidental Liability and Medical Payments Coverages;
g. resulting from premises owned, rented or controlled by an ***insured*** other than the ***insured premises***; (This exclusion does not apply to ***bodily injury*** to a person while performing duties as a ***domestic employee*** of an ***insured***)~~.~~
h. to injury caused intentionally by or at the direction of any ***insured***;
i. to injury arising directly or indirectly out of instances, ***occurrences*** or allegations of child abuse;
j. to injury arising directly or indirectly out of instances, ***occurrences*** or allegations of sexual abuse of any person;
k. to injury arising directly or indirectly out of instances, ***occurrences*** or allegations of criminal activity by employees of the ***insured*** named in this policy;
1. for ***bodily injury*** if benefits are payable or required to be provided by an ***insured*** under any ~~worker's~~workers' compensation, non-occupational disability, occupational disease or similar law;
~~j~~m.

f

or which an ***insured*** under this policy is also an ***insured*** under a nuclear energy liability policy or would be an ***insured*** but for the exhaustion of its limits of liability; (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 any of their successors); or

~~k. resulting from the ***business*** of manufacturing, distributing, selling or serving alcoholic beverages; or~~
~~If ***you*** are not in the ***business*** of manufacturing distributing, selling or serving alcoholic beverages, but own or lease property used for such purposes, ***we*** do not cover liability resulting from:~~
~~1) the violation of any law regulating alcoholic beverages;~~
~~2) from selling, giving or serving alcoholic beverages to a minor; or~~
~~3) from selling, giving or serving alcoholic beverages to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; or~~
~~1. caused by structural alterations, new construction or demolition operations performed by or for ***you*** except as provided in Incidental ***Bodily Injury*** and ***Property Damage*** Coverages.~~

n. resulting directly or indirectly from the transmission of a communicable disease by an ***insured***.

2. **Exclusions that ~~*apply*~~Apply only to Personal Liability**-This coverage does not apply to liability:~~-~~
   a. for ***bodily injury*** to ***you*** and, if residents of ***your*** household, ***your*** relatives, and any other person under the age of 21 in ***your*** care or in the care of ***your*** resident relatives;
   b. assumed under any contract or agreement, except as provided under Incidental Liability and Medical Payments Coverages;
   c. for damage to property owned by any ***insured***;
   d. for damage to property rented to, occupied by, used by, or in the care of an ***insured***; (This exclusion does not apply to ***property damage*** to ***insured premises***, caused by fire, smoke, or explosion)
   e. for sickness, disease or death of a ***domestic employee*** unless a written notice is received by ***us*** within 36 months after the end of the policy period in which the injury occurs; or
   f. resulting from the discharge, dispersal, release or escape of solid, liquid or gaseous waste materials or other pollutants into or upon land, the atmosphere or any watercourse or body of water. (This exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental).
3. **Exclusions that Apply only to Medical Payments To Others**-This coverage does not apply to ***bodily injury***:
   a. to an ***insured*** or other person~~, not a ***domestic employee***~~, regularly residing on the ***insured premises***, except a ***domestic employee***;
   b. to any person while on the ***insured premises*** because a ***business*** is conducted or professional services are rendered on the ***insured premises***; or
   c. to any person, including a ***domestic employee***, if benefits are provided under any ~~worker's~~workers' compensation, non-occupational disability, occupational disease or similar law.

WHAT *YOU* MUST DO IN CASE OF LOSS

1. **Notice**.
   a. In case of a loss or if an ***insured*** becomes aware of anything that indicates there might be a claim under this policy, he or she must promptly give ***us*** or ***our*** agent notice, (in writing if requested);
   b. The notice to ***us*** must state:
      1) the ***insured's*** name, ~~the kind of~~ policy~~, policy number and the~~ identification, the time, place, and circumstances of the loss; and
      2) names and addresses of any potential claimants and witnesses.
2. **Cooperation**-The ***insured*** must cooperate with ***us*** in performing all acts required by this policy.
3. **Volunteer Payments**-The ***insured*** must not, except at his or her own cost, voluntarily make any payments, assume any obligations, or incur any other expenses except first aid to others at the time of ***bodily injury***.
4. **Additional Duties-Personal Liability Coverage**-In the event of an ***occurrence*** which might result in a claim for ***bodily injury*** or ***property damage*** liability under this policy, the ***insured*** must also do the following:
   a. promptly forward to ***us*** copies of all notices, demands, or legal papers received in connection with the ***occurrence***; and
   b. at ***our*** request, assist in:
      1) making settlements;
      2) the conduct of suits including attending trials and hearings;
      3) enforcing any right of contribution or indemnification against any party who may be liable to any ***insured*** for the injury or damage;
      4) securing and giving evidence; and
      5) obtaining the attendance of witnesses.

5. **Additional Duties-Medical Payments to Others Coverage**-In case of a medical payments loss, the following are also required:
   a. The injured person or someone acting on such person's behalf must:
      1) give ***us*** written proof of claim (under oath if requested) as soon as practical; and
      2) authorize ***us*** to obtain copies of medical reports and records.
   b. The injured person shall submit to physical examinations by physicians selected by ***us*** when and as often as ***we*** reasonably require.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM

1. **Under Personal Liability and Medical Payments to Others Coverage**-The limits of liability stated in the Declarations are the maximum amounts ***we*** pay for loss in a single ***occurrence*** under these coverages, regardless of the number of:
   a. persons insured under this policy;
   b. parties who sustain injury or damage; or
   c. claims made or suits brought.
   Payment of a claim under the Medical Payments to Others coverage does not constitute an admission of liability under the Personal Liability coverage.
2. **Insurance Under More Than One Coverage**-If more than one coverage of this policy insures the same loss, ***we*** pay no more than the actual claim, loss or damage sustained.
3. **Insured Under More Than One Policy**-If there is other valid and collectible insurance which applies to a loss or claim, or would have applied in the absence of this policy, the insurance under this policy shall be considered excess insurance and shall not apply or contribute to the payment of any loss or claim until the amount of such other insurance is exhausted.
4. **Restoration of Limit of Liability**-Any loss ***we*** pay under this policy does not reduce the limits of liability.

PAYMENT OF LOSS OR CLAIM

Any person, who has secured a judgment against an ***insured*** for ~~an insured~~a covered loss or has liability established by a written agreement between the claimant, an ***insured*** and ***us***, is entitled to recover under this policy to the extent of coverage provided.

POLICY CONDITIONS

In addition to the policy ***terms*** ~~which are~~ contained in other sections of this policy, the following conditions ~~also~~ apply~~.~~:

1. **Assignment**-~~This~~Assignment of this policy is ~~void if assigned~~not valid without ***our*** written consent.
2. **Change, Modification, or Waiver of Policy *Terms***-A waiver of any ***terms*** of this policy must be issued by ***us*** in writing to be valid. ***Our*** request for an appraisal or examination under oath does not waive any of ***our*** rights.-
   If ***we*** adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premium, the broadened coverage will automatically apply to this policy.
   If this policy is issued on a continuous basis (with no specified expiration date) ***we*** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with ***our*** manual rules in effect at the time.
3. **Conformity With Statute**-***Terms*** of this policy, in conflict with the statutes of the state where the premises described in the Declarations are located, are amended to conform to such statutes.-
4. **Misrepresentation, Concealment or Fraud**-~~This entire policy is void~~***We*** will not provide coverage if, whether before or after a loss:-
   a. An ***insured*** has willfully concealed or misrepresented:
      1) any material fact or circumstance concerning this insurance; or
      2) an ***insured's*** interest herein~~;~~.
   b. There has been fraud or false swearing by an ***insured*** regarding any matter relating to this insurance or the subject thereof.
5. **Inspection**-***We*** are permitted but not obligated to inspect ***your*** property and operations. ***Our*** inspection or any resulting advice or report does not warrant that ***your*** property or operations are safe or healthful or are in compliance with any law, rule or regulation.-
6. **Policy Premium**-If this policy is issued without a specified expiration date, it may be continued by payment of the required premium for the next annual period. The premium must be paid to ***us*** before each anniversary date. This policy expires on any anniversary date that the premium has not been received by ***us***. Premium is subject to adjustment on the basis of the rates in effect at each anniversary date.-
7. **Subrogation**.
   a. If ***we*** make a payment under this policy, ***we*** may require that the ***insured*** assign to ***us*** his or her right of recovery against any person for the loss to the extent of the payment. The ***insured*** must do everything necessary to make this assignment and secure ***our*** rights.
   b. ***We*** are not liable for any loss if an ***insured*** does anything after the loss occurs to impair ***our*** right to recover. ***You*** may waive ***your*** right of recovery in writing before a loss occurs without voiding the coverage.
   c. If ***we*** pay a loss to or on behalf of an ***insured*** and the ***insured*** recovers damages from another person for the same loss, the ***insured*** shall hold the amount recovered in trust for ***us*** and shall reimburse ***us*** as provided under Recoveries.
8. **Suit Against *Us***.
   Liability Coverage-No suit may be brought against ***us*** to recover amounts due for ***bodily injury*** or ***property damage*** liability unless:
   1) the ***terms*** of this policy have been fully ~~compiled~~complied with; and-
   2) the amount of any ***insured's*** liability has been conclusively fixed:
      (a) by final judgment against the ***insured*** following trial; or
      (b) by written agreement of the ***insured***, the claimant and ***us***.

   No person shall have any right under this policy to join or impede ***us*** in any action brought to determine an ***insured's*** liability.
9. **Bankruptcy of an *Insured***-Bankruptcy or insolvency of any ***insured*** or his or her estate does not relieve ***us*** of any of ***our*** obligations under this policy.
10. **Policy Period**-This policy applies only to ***bodily injury*** or ***property damage*** ~~which occurs~~occurring during the policy period.

WORKERS' COMPENSATION~~—~~-CERTAIN RESIDENCE EMPLOYEES

Workers' Compensation~~—~~-Certain *Residence Employees* coverage applies only to a one, two, three or four family owner-occupied dwelling.

WORKERS' COMPENSATION - CERTAIN *RESIDENCE EMPLOYEES* COVERAGE DOES NOT APPLY TO TENANT OCCUPIED RESIDENTIAL UNITS.

WHAT *WE* AGREE TO DO

We agree, with respect to covered ***residence employees***:

Under Coverage I (~~workers'~~Workers' Compensation)

a. To pay when due all benefits required of an ***insured*** by the New York Workers' Compensation Law; and

Under Coverage II (Employers' Liability).

b. To pay on behalf of an ***insured*** all damages for which the ***insured*** is legally liable because of ***bodily injury*** sustained by a covered ***residence employee***. The ***bodily injury*** must be caused by accident or disease and arise out of and in the course of employment by the ***insured*** while:
   1. in the United States of America, its territories or possessions, or Canada; or
   2. temporarily elsewhere if the covered ***residence employee*** is a citizen or resident of the United States or Canada.

Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

WHO IS COVERED

A covered ***residence employee*** under this endorsement is a ***residence employee*** who is both:

a. engaged in regular employment of less than 40 hours per week or is engaged in casual employment; and

b. defined under the New York ~~workers' compensation law~~Workers' Compensation Law as an employee for whom ~~workers'~~workers' compensation benefits must be provided.

APPLICATION OF COVERAGE

a. This insurance applies only to ***bodily injury*** which occurs during the policy period. If the ***bodily injury*** is a disease, it must be caused or aggravated by the conditions of the covered ***residence employee's*** employment by the ***insured***.

b. The covered ***residence employee's*** last day of last exposure to the conditions causing or aggravating such ***bodily injury*** must occur during the policy period.

c. Additional Provisions Applicable to Coverage I (~~workers'~~Workers' Compensation).

The following provisions are applicable to Coverage I:

1. As between the covered ***residence employee*** and ***us***, notice to or knowledge of the ***occurrence*** of the injury on the part on an ***insured*** will be deemed notice or knowledge on ***our*** part.
2. The jurisdiction of an ***insured*** will, for the purpose of the law imposing liability for compensation, be ***our*** jurisdiction.

LIMITS OF LIABILITY-COVERAGE II (EMPLOYERS' LIABILITY)

We may not limit ***our*** limit of liability to pay damages for which ***we*** become legally liable to pay because of ***bodily injury*** to an ***insured's*** covered ***residence employees*** if the ***bodily injury*** arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

DEFINITIONS OF FL-CPL OR FL-FCPL THAT APPLY

a. Under DEFINITIONS the following definitions apply to Workers' Compensation ~~-~~ Certain ***Residence Employees***:
   2. ***Bodily ~~Injury.~~injury***.
   3. ***Business***.
   5. ***Insured***-FL-CPL.
   7. ***Insured***-FL~~-~~FCPL.

Note : The definition of ***Residence Employee*** is listed under WHO IS COVERED in this endorsement.

b. under WHAT ***YOU*** MUST DO IN CASE OF LOSS the provisions for liability coverage apply.

c. Under POLICY CONDITIONS the following provisions apply:
   1. Assignment.
   2. Change, Modification or Waiver of Policy ***terms***.
   7. Subrogation.
   8. Suit Against ***Us***.
   9. Bankruptcy of an ***Insured***.

Cancellation (Refer to General Policy Provisions).

PROVISIONS OF FL-CPL OR FL-FCPL THAT APPLY

a. Under PRINCIPAL LIABILITY AND MEDICAL PAYMENTS COVERAGES.
Coverage L—Personal Liability-***Our*** agreement to defend the ***insured*** as provided under Coverage L-Personal Liability.

b. Under INCIDENTAL LIABILITY AND MEDICAL PAYMENTS COVERAGES.
3. Claims and Defense Expense Coverage.
   b. expenses incurred by ***us*** (Claim Expenses).

OTHER PROVISIONS THAT APPLY

a. Other Insurance
If a loss covered by this insurance is also covered by other insurance, ***we*** will not pay more than ***our*** share of benefits and costs. The shares of all applicable insurance will be equal until the loss is paid. However, if a loss covered by this insurance is also covered by insurance written to cover ***business employees*** of an ***insured*** who is a sole proprietor, this insurance is primary.

b. Conformity to Statute.
Terms of this insurance which are in conflict with the New York Workers' Compensation Law are amended by this statement to conform to that law.

EXCLUSIONS THAT APPLY TO WORKERS' COMPENSATION-CERTAIN RESIDENCE EMPLOYEES

This policy does not apply:

a. to liability for ***bodily injury*** arising out of ***business*** pursuits of an ***insured***.

b. Under Coverage II:
1. to liability assumed by the ***insured*** under any contract or agreement.
2. to any obligation under a workers' compensation, employment or disability benefits law or any similar law.
3. to punitive or exemplary damage because of ***bodily injury*** to a covered ***residence employee*** employed in violation of law.
4. to ***bodily injury*** to a covered ***residence employee*** employed in violation of law with the knowledge of an ***insured***.
5. to ***bodily injury*** intentionally caused or aggravated by an ***insured***.
6. to damages arising out of the unlawful discharge or coercion of, or unlawful discrimination against, a covered ***residence employee***.