



PERSONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

**GENERAL TERMS AND CONDITIONS
GENERAL LIABILITY COVERAGE PART
WORKPLACE LIABILITY COVERAGE PART**

In consideration of the premium, the General Liability Coverage Part and the Workplace Liability Coverage Part, as applicable, is amended as follows:

I. Section I, Insuring Agreements is amended to add the following:

- Personal Liability Coverage

We will pay on behalf of a **named insured** natural person, **damages** up to the applicable Personal Liability limits of liability stated on the **COI** as a result of a **personal liability claim** caused by an **occurrence**, provided that:

- (i) the **bodily injury** or **property damage** occurs during the **policy period**; and
- (ii) prior to the **policy period** the **named insured** did not know the **bodily injury** or **property damage** had occurred in whole or in part.

In the event the **named insured** knew, prior to the **policy period**, that any **bodily injury** or **property damage** caused by the same **occurrence** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

The named **insured** will be deemed to know that such **bodily injury** or **property damage** occurred at the earliest time when such **named insured**:

- (a) reports all, or any part, of such **bodily injury** or **property damage** to us or to any other insurer;
- (b) becomes aware by any other means that such **bodily injury** or **property damage** has occurred or has begun to occur; or
- (c) knew or should have known of a **claim** or an **occurrence** that may give rise to a **claim**.

II. The following new definitions are added to Section II, Coverage Part Definitions of the General Liability Coverage Part, and Section III, Coverage Part Definitions of the Workplace Liability Coverage Part, as applicable:

Personal liability claim means a **claim** by a third party for **bodily injury** or **property damage** that takes place at the **residence** of the **named insured** natural person and arises out of non-business activity.

Provided, **personal liability claim** will not include:

- (i) a **claim** by an **employee**, while performing duties at the **named insured's residence** or related to the conduct of the **named insured's** business;
- (ii) a **claim** for **personal and advertising injury**;
- (iii) **damage** to property the **named insured** owns, rents, occupies or uses, or which is in the **named insured's** care, custody or control; or



(iv) a demand for payment of **medical expenses** under Non-Patient Medical Expenses Payment Coverage.

III. Section III, Coverage Part Exclusions of the General Liability Coverage Part, and of Section IV, Coverage Part Exclusions of the Workplace Liability Coverage Part are amended as follows:

A. Subsection A, Exclusions Applicable to Bodily Injury and Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage, and Subsection B, Exclusions Applicable Only to Bodily Injury and Property Damage Liability Coverage, will likewise apply to Personal Liability Coverage.

B. Solely for purposes of the coverage afforded by this endorsement, the exclusion entitled, "Business or Profession Other Than Professional Services," set forth in Section III, Coverage Part Exclusions of the General Liability Coverage Part and Section IV, Coverage Part Exclusions of the Workplace Liability Coverage Part, is deleted and replaced with the following:

- BUSINESS OR PROFESSION

based on, or arising out of, liability of the **named insured** for any business or profession, including but not limited to the profession(s) set forth in the **COI**;

C. Solely to the extent coverage is afforded by this endorsement, the exclusion entitled, "Residential Or Personal Liability", set forth in Subsection A, Exclusions Applicable to Bodily Injury and Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage of both the General Liability Coverage Part and the Workplace Liability Coverage Part is deleted.

IV. Solely for the purpose of the coverage afforded by this endorsement, Section IV, Coverage Part Exclusions of the Workplace Liability Coverage Part is amended as follows:

A. The exclusion entitled, "Property Damage to Property Away From The Workplace", is deleted.

B. The exclusion entitled, "Expected or Intended", is amended by deleting the words, "at the **workplace**".

V. Section IV, Coverage Part Limits of Liability and Related Claims of the General Liability Coverage Part, and Section V, Coverage Part Limits of Liability and Related Claims of the Workplace Liability Coverage Part, are amended by adding the following new subsection:

- Personal Liability - Limit of Liability

The Residential Personal Liability- Aggregate Limit set forth on the **COI** is the most we will pay for all **damages** for **bodily injury** and **property damage** in connection with all **personal liability claims**. Such amount is in addition to the applicable General Liability or Workplace Aggregate Limit of Liability.

VI. The following new paragraph is added to Section XVI, Other Insurance Or Risk Transfer Arrangements set forth in the General Terms and Conditions:

In addition to the foregoing, the coverage under the Personal Liability Coverage will be specifically excess of any homeowners or renters policy, condominium policy, and/or any other liability insurance covering the **named insured** natural person for non-business activities, and will not contribute with such other insurance, unless any such other insurance is written specifically as excess over the limits of this insurance.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.