

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PERSONAL INJURY LIABILITY**

This endorsement modifies insurance provided under the following:

### **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

- A.** The heading for **Section I – Coverages – Bodily Injury And Property Damage Liability** is revised as follows:

#### **SECTION I – COVERAGES**

#### **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

- B.** The following exclusion is added to Paragraph 2. of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

#### **2. Exclusions**

This insurance does not apply to:

#### **PERSONAL INJURY**

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

- C.** The following is added to **Section I – Coverages: COVERAGE B – PERSONAL INJURY LIABILITY**

#### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as 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:

- (1)** The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b.** This insurance applies to "personal injury" caused by an offense arising out of operations performed for you by the "contractor" at the location specified in the Declarations, but only if the offense was committed during the policy period.

#### **2. Exclusions**

This insurance does not apply to:

- a.** "Personal injury":

- (1)** 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";
- (2)** Arising out of a criminal act committed by or at the direction of the insured;
- (3)** 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; or
- (4)** Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- b.** Any loss, cost or expense arising out of any:

- (1)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2)** 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".

D. Paragraphs 2. and 3. of **Section III – Limits Of Insurance** are replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury", "property damage" and "personal injury".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all "personal injury" sustained by any one person or organization.

E. Paragraph 4., of the **Duties In The Event Of Occurrence, Claim Or Suit** under **Section IV – Conditions** is replaced by the following:

**4. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit".
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. The definition of "suit" in **Section V – Definitions** is replaced by the following:

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Suit" includes:

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

G. The following is added to **Section V – Definitions**:

"Personal injury" means injury, including consequential "bodily injury", arising out of the offenses of false arrest, detention or imprisonment.