

PERSONAL UMBRELLA LIABILITY COVERAGE

The Commercial Umbrella Liability Coverage is amended as follows:

DEFINITIONS

1. With respect to the Personal Umbrella Liability Coverage provided by this endorsement, the definitions of "you" and "your" are deleted and replaced by the following:

"You" and "your" mean the person or persons named as the insured under the terms of the personal liability coverage provided by "underlying insurance".

2. With respect to the Personal Umbrella Liability Coverage provided by this endorsement, the definition of "insured" is deleted and replaced by the following:

Except as stated within this definition, "insured" means all persons covered under the terms of the personal liability coverage provided by "underlying insurance". Each such person is a separate "insured", but this does not increase "our" "limit".

No person is an "insured" while using a "motorized vehicle" or watercraft unless that person has a reasonable expectation that he or she has a right to such use.

3. With respect to the Personal Umbrella Liability Coverage provided by this endorsement, the following definitions are added:

- a. "Business" means a trade, a profession, or an occupation, including "farming", all whether full or part time. This includes the rental of property to others.

"Business" includes services regularly provided by an "insured" for the care of others and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.

"Business" does not include:

- 1) the incidental activities that are usually performed by minors; or
 - 2) activities that are related to "business", but are usually not viewed as "business" in nature.
- b. "Domestic employee" means a person employed by an "insured" to perform duties that relate to the use and care of the "insured premises". This includes a person who performs duties of a similar nature elsewhere for an "insured". This does not include a person while performing duties in connection with the "business" of an "insured".

PRINCIPAL COVERAGE

The Commercial Umbrella Liability Coverage is extended to apply to liability arising out of the "insured's" personal or non-business activities.

Subject to the Exclusions, the insurance provided by this endorsement applies only to:

- 1 "bodily injury" or "property damage" that occurs during the policy period and is caused by an "occurrence"; and
2. "personal injury" if the offense was committed during the policy period, but only to the extent that "personal injury" is covered under the terms of the personal liability coverage provided by "underlying insurance" at the time of the offense and is not otherwise excluded by this endorsement.

EXCLUSIONS

With respect to the coverage provided by this endorsement, the exclusions that apply to Commercial Umbrella Liability Coverage are deleted and replaced by the following:

"We" do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

1. The Personal Umbrella Liability Coverage provided by this endorsement does not apply to:
 - a. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of aircraft. However, this exclusion does not apply to:
 - 1) "bodily injury" to a person while performing duties as a "domestic employee"; or
 - 2) model airplanes.
 - b. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles". Except as stated in the following paragraph, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

Regardless of the "terms" of the "underlying insurance", this Personal Umbrella Liability Coverage does not provide:

- 1) automobile no-fault or any similar coverage; or
 - 2) uninsured motorists or underinsured motorists coverage or any similar coverage.
- c. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of watercraft. Except as stated in the following paragraph, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

Regardless of the "terms" of the "underlying insurance", this Personal Umbrella Liability Coverage does not apply to "bodily injury" or "property damage" which results from the use of watercraft in or in the practice or the preparation for any prearranged or organized racing, speed, or stunt activities or contests. This does not apply to watercraft used in predicted log cruises or to sailing vessels.
 - d. "bodily injury" or "property damage" which results from activities related to the "business" of any "insured". However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered under the "terms" that apply to the personal liability coverage provided by "underlying insurance" at the time of the "occurrence".

- e. "bodily injury" or "property damage" assumed by an "insured" under any contract or agreement. However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- f. damage to property owned by an "insured".
- g. damage to property that is rented to, occupied by, used by, or in the care of an "insured", except for "property damage" caused by fire, smoke, or explosion to property other than farm buildings or farm personal property.
- h. "bodily injury" or "property damage" which is expected by, directed by, or intended by the "insured" or that is the result of intentional and malicious acts of the "insured". However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.
- i. "bodily injury" to "you" and, if residents of "your" household, to "your" relatives and to persons under the age of 21 in "your" care or in the care of "your" resident relatives.
- j. "bodily injury" or "property damage" which results from premises that are owned, rented, or controlled by an "insured" but that are not covered by "underlying insurance". However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- k. "bodily injury" or "property damage" which results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, water, or air.

However, this exclusion does not apply to "bodily injury" or "property damage" that:

- 1) results from the heat, smoke, or fumes of a fire on the "insured premises" that becomes uncontrollable or breaks out from where it was intended to be; or
 - 2) arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of a "motor vehicle", but only to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
- i. 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, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - 2) claim or "suit" by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".
 - m. "bodily injury" or "property damage" which results from the rendering of or the failing to render a professional service.
 - n. "bodily injury" or "property damage" which results from the use of animals, other than horses, in or in the practice or preparation for any prearranged racing, speed, pulling or pushing, or stunt activities or contests. However, this exclusion applies only to "occurrences" that take place at the location designated for the contest or activity.

- o. "bodily injury" or "property damage" which results from the use of a "motorized vehicle" in or in the practice or the preparation for racing, speed, pulling or pushing, demolition, or stunt activities or contests.
 - p. "bodily injury" or "property damage" arising out of lead in any form.
 - q. 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, neutralize, or in any way respond to or assess the effects of lead; or
 - 2) claim or "suit" by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
 - r. "bodily injury" or "property damage" resulting from an "insured's" service as an officer or member of a board of directors. However, this exclusion does not apply to "bodily injury" or "property damage" resulting from an "insured's" service as an officer or member of a board of directors for a not-for-profit organization for which the "insured" is not compensated. Reimbursement for expenses is not considered compensation.
 - s. "bodily injury" or "property damage" which results from war. (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. Discharge of a nuclear weapon is deemed a warlike act even if accidental.)
 - t. "bodily injury" or "property damage" which results from an "occurrence" for which an "insured" is also an "insured" under a nuclear energy liability policy or would be an "insured" but for the exhaustion of its "limits". (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 their successors.)
 - u. "bodily injury" to a person, including a "domestic employee", if the "insured" has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by an "insured" under a workers' compensation, non-occupational disability, occupational disease, or like law.
2. The following additional exclusions apply to coverage for "personal injury" when provided under the "terms" of this endorsement.
- The Personal Umbrella Liability Coverage provided by this endorsement does not apply to "personal injury":
- a. which results from the rendering of or the failing to render a professional service.
 - b. resulting from an "insured's" service as an officer or member of a board of directors. However, this exclusion does not apply to "personal injury" resulting from an "insured's" service as an officer or member of a board of directors for a not-for-profit organization for which the "insured" is not compensated. Reimbursement for expenses is not considered compensation.
 - c. arising out of lead in any form.