

PERSONAL LIABILITY INSURANCE POLICY

INTRODUCTION

Words or phrases which appear in bold type, except for titles and headings, are defined in the DEFINITIONS section of this policy.

We encourage **you** to read the entire policy.

REPRESENTATIONS

By accepting this policy **you** agree that:

1. the statements on the Declarations Page of the policy are accurate and complete; and
 2. those statements are based upon representations **you** made to **us**; and
 3. **we** have issued this policy in reliance upon **your** representations.
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AGREEMENT

We will provide the insurance described in this policy in return for the payment of premium and **your** compliance with all provisions of this policy including endorsements.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE

We will pay all sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies.

This insurance applies only to **bodily injury** or **property damage**:

1. That is caused by an **occurrence**; and
2. That occurs during the policy period.

We have the right and duty to defend any such claim or suit seeking covered damages. **We** may

investigate and settle any claim or suit at **our** discretion but:

1. The amount **we** will pay for damages is limited as described in the LIMITS OF INSURANCE section of this policy.
2. **Our** right and duty to defend ends when **we** have exhausted the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES.

EXCLUSIONS

This insurance does not apply to:

1. **Bodily injury** or **property damage** arising out of **business** pursuits of any **insured** except:
 - a. activities which are ordinarily incidental to non-**business** pursuits.
 - b. the rental of a residence of **yours**:
 - (1) on an occasional basis for exclusive use as a residence.
 - (2) in part, unless intended for use as a residence by more than two roomers or boarders.
 - (3) in part, as an office, studio or private garage.
2. **Bodily injury** or **property damage** arising out of rendering of or failing to render professional services.
3. **Bodily injury** or **property damage** arising out of any premises owned by or rented to any **insured** which is not an **insured location**.
4. **Bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, loading or unloading of any **motor vehicle** owned or operated by or rented or loaned to any **insured** or entrusted to any person by any **insured**.
5. **Bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, loading, unloading or entrustment of:
 - a. any **aircraft**;
 - b. any watercraft:
 - (1) with inboard or inboard-outdrive motor owned by any **insured**;
 - (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented

to any **insured**;

- (3) that is a sailing vessel 26 feet or more in length owned by or rented to any **insured**;
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor(s) is owned by any **insured**.
6. Any obligation for which **you** are liable as a result of any loss assessment charged against all members of an association of property owners except that coverage does apply to the first \$1,000 of any such assessment.
7. **Bodily injury** or **property damage** arising out of any contract or agreement except an **insured contract**.
8. **Bodily injury** or **property damage** arising out of nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or due to any consequence of any of these.
9. **Bodily injury** or **property damage** sustained by any **insured**.
10. **Bodily injury** or **property damage** which is intended or expected by any **insured**.
11. **Bodily injury** or **property damage** caused by the willful act of any **insured**.
12. **Bodily injury** or **property damage** arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any **insured**.
13. Any obligation of any **insured** arising out of fraud committed by any **insured**.

14. **Bodily injury** or **property damage** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended or breaks out from where it was intended to be or becomes uncontrollable.
15. Any loss, cost or expense arising out of any governmental direction or request that any **insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, **pollutants**.
16. **Bodily injury** arising out of communicable disease of any kind transmitted by any **insured** including sexually transmitted disease.
17. **Bodily injury** arising out of sexual molestation, corporal punishment or abuse of any person.
18. **Bodily injury** to:
 - a. an employee of any **insured** arising out of and in the course of employment by any **insured**; and
 - b. the spouse, child, parent, brother or sister of an employee as a consequence of an injury to that employee.
 This exclusion applies whether or not any **insured** may be liable as an employer or in any other capacity and applies to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by **you** under a written contract directly relating to the maintenance of the **insured location**.
19. **Property damage** to property owned by any **insured**.
20. **Property damage** to property rented to, occupied by or used by or in the care, custody or control of any **insured** unless caused by fire, smoke, explosion or water damage.
21. **Property damage** to premises **you** have sold, given away or abandoned if the **property damage** arises out of any part of those premises.
22. Any obligation of any **insured** under a workers compensation, disability benefits or unemployment compensation law or any similar law or benefits voluntarily provided by any **insured**.

PERSONAL INJURY LIABILITY COVERAGE

We will pay all sums that the **insured** becomes legally obligated to pay as damages because of **personal injury** to which this insurance applies.

This insurance applies only to **personal injury** caused by an act which takes place during the policy period.

We have the right and duty to defend any claim or suit seeking covered damages. **We** may investigate and settle any claim or suit at **our** discretion but:

1. The amount **we** will pay for damages is limited as

described in the LIMITS OF INSURANCE section of this policy.

2. **Our** right and duty to defend ends when **we** have exhausted the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES.

EXCLUSIONS

Exclusions which appear as Paragraphs 1 through 3, 6 through 9, and 14 through 22 under the heading EXCLUSIONS following the BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE section also apply to **personal injury**.

1. In addition, this insurance does not apply to **personal injury**:

- a. Arising out of oral or written publication of material if done by or at the direction of the **insured** with knowledge of its falsity.
- b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- c. Arising out of the willful violation of a penal statute or ordinance committed by or with the

consent of the **insured**.

- d. 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.

- e. Arising out of fraud committed by any **insured**.
 - f. Arising out of willful injury by any **insured** to the person or property of another.
 - g. Sustained by any **insured**.
 - h. Arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**.
2. Damages for **personal injury** are only covered when insurance which would cover such damages is not prohibited by law.

MEDICAL PAYMENTS TO OTHERS COVERAGE

We will pay medical and funeral expenses which result from **bodily injury** caused by an **accident** provided that:

1. The **accident** takes place during the policy period; and

2. The **accident** takes place at any **residence premises**; and
3. The expenses are incurred and reported to **us** within three (3) years of the date of the **accident**.

EXCLUSIONS

This insurance does not apply to medical payments expenses resulting from **bodily injury** to any person:

1. Who is an **insured**.
2. Who is a tenant or an employee of a tenant of any **insured**.
3. Who is an employee of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefits law or a similar law.
4. Who is injured while taking part in athletics.
5. Who is injured due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
6. To whom the **insured** is obligated to pay damages by reason of the assumption of liability

in a contract or agreement other than an **insured contract**.

7. Whose injuries arise out of the ownership, maintenance, use or entrustment to others of any aircraft, **motor vehicle**, or watercraft owned or operated by or rented or loaned to any **insured**. Use includes loading or unloading.
8. Whose injuries arise out of any professional activities conducted by any **insured**.
9. Whose injuries arise from the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**.
10. Who suffers **bodily injury** from any nuclear reaction, nuclear radiation or radioactive contamination however any of these may be caused, nor to any consequence of any of these.

SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES

1. With respect to any claim or suit **we** defend under this policy, **we** will pay in addition to the limit of insurance shown on the Declarations Page:
 - a. All expenses **we** incur.
 - b. The premium for bonds to release attachments

but only for bond amounts within the Personal Liability limit of insurance shown on the Declarations Page. **We** do not have to furnish or obtain these bonds.

- c. All reasonable expenses incurred by the **insured** at **our** request to assist **us** in the

investigation or defense of the claim or suit including actual loss of earnings of up to \$100 a day because of time off from work.

- d. All costs taxed against the **insured** in the suit.
 - e. Pre-judgement interest awarded against the **insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any pre-judgement interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgement that accrues after entry of the judgement and before **we** have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.
2. Expenses for first aid to others incurred by any **insured** for **bodily injury** covered by this policy.

3. Up to \$500 for damage to property of others caused by any **insured** per **occurrence**.

We will not pay under this additional coverage:

- a. For damage arising out of any waterbed owned or used by any **insured**.
- b. For property owned by or rented to any **insured**, any **insured's** tenant or any resident of **your** household.
- c. For damage caused intentionally by any **insured** age 13 or older.
- d. For damage arising out of **business** pursuits or out of the ownership, maintenance or use of any **aircraft**, watercraft or **motor vehicle**.

4. Up to \$10,000 for damage to property of others arising out of any waterbed owned or used by any **insured** at the **residence premises**.

We will not pay under this additional coverage:

- a. For property owned by any **insured**, any **insured's** tenant or any resident of **your** household.
- b. For damage caused intentionally by any **insured** age 13 or older.
- c. For damage arising out of **business** pursuits or out of the ownership, maintenance or use of any **aircraft**, watercraft or **motor vehicle**.

CONDITIONS

For additional conditions refer to the CONDITIONS APPLYING TO THE ENTIRE POLICY section.

1. LIMITS OF INSURANCE

- a. The most **we** will pay for the sum of all damages to which this policy applies as a result of any one **occurrence** or any one act is the Personal Liability limit of insurance shown on the Declarations Page regardless of the number of:
 - (1) **Insureds**.
 - (2) Claims made or suits brought.
 - (3) Persons or organizations making claims or bringing suits.
 - (4) Coverages applicable.All **bodily injury**, **personal injury** or **property damage** resulting from any one **accident** or act including continuous or repeated exposure to the same harmful conditions shall be considered to be the result of one **occurrence**.

- b. The most **we** will pay for medical and funeral expenses as provided under MEDICAL PAYMENTS TO OTHERS for any one **accident** is the Medical Payments To Others limit shown on the Declarations Page.

2. SEPARATION OF INSURED

Except with respect to the limits of insurance shown on the Declarations Page, this insurance applies separately to each **insured** against whom claim is made or suit is brought.

3. PAYMENT OF CLAIM - MEDICAL PAYMENTS TO OTHERS

Payment under this coverage is not an admission of liability by any **insured** or by **us**.

4. BANKRUPTCY

Bankruptcy or insolvency of any **insured** or any **insured's** estate will not relieve **us** of **our** obligation.

WORKERS' COMPENSATION - RESIDENCE EMPLOYEES COVERAGE SECTION

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

1. Coverage I

To pay when due all benefits required of an **insured** by the California Workers' Compensation Law; and

2. Coverage II

To pay on behalf of an **insured** all damages for which the **insured** is legally liable because of **bodily Injury** sustained by a **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:

- a. in the United States of America, its territories or possessions, or Canada, or
- b. temporarily elsewhere if the **residence employee** is a citizen or resident of the United States of America or Canada.

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

3. Who is Covered

A **residence employee** is covered if during the ninety (90) calendar days immediately before the date of injury the employee has:

- a. actually been engaged in such employment by the **insured** for no less than 52 hours, and
- b. earned no less than one hundred (100) dollars in wages.

4. Application of Coverage

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 **residence employee's** employment by the **insured**.

5. Policy Provisions

This insurance is subject to all provisions contained in the WORKER'S COMPENSATION - RESIDENCE EMPLOYEES COVERAGE section, the CONDITIONS APPLYING TO THE ENTIRE POLICY section, and the DEFINITIONS APPLYING TO THE ENTIRE POLICY section. In addition the following provisions contained in the PERSONAL LIABILITY COVERAGE section apply:

- a. Under the BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE section.
Paragraph 1.b., Provide a defense
- b. Under SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES
 - (1) Paragraphs a, b, c, d, e and f of item 1.
 - (2) Item 2. Expenses for first aid

6. Additional Provisions Applicable to Coverage I

The following provisions are applicable to Coverage

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I:

a. **We** shall be directly and primarily liable to any **residence employee** of an **insured** entitled to the benefits of the California Workers' Compensation Law.

b. Between the **residence employee** and **us**, notice to or knowledge of the **occurrence** of the injury on the part of an **insured** will be deemed notice or knowledge on **our** part.

c. The jurisdiction of an **insured** will, for the purpose of the law imposing liability for compensation, be **our** jurisdiction.

d. **We** will be subject to the orders, findings, decisions or awards rendered against an **insured**, under the provisions of the law imposing liability for compensation, subject to the provisions, conditions and limitations of this policy. This policy shall govern between an **insured** and **us** as to payments by either in discharge of an **insured's** liability for compensation.

e. The **residence employee** has a first lien upon any amount which **we** owe **you** on account of this insurance. In case of **your** legal incapacity or inability to receive the money and **pay** it to the **residence employee**, **we** will pay it directly to the **residence employee**. **Your** obligation to the **residence employee** will be discharged to the extent of such payment.

7. Limits of Liability Coverage II

Our total limit of liability will not exceed \$100,000 for all damages because of **bodily injury**:

- a. sustained by one or more **residence employee(s)** in any one **accident**; or
- b. caused by disease and sustained by a **residence employee**.

Our total limit of liability will not exceed \$500,000 for all damages arising out of **bodily injury** by disease regardless of the number of **residence employees** who sustain **bodily injury** by disease.

8. Other Insurance

This insurance does not apply to any loss to which other valid and collectible Workers' Compensation or Employers' Liability Insurance applies.

9. Conformity to Statute

Terms of this insurance which are in conflict with the California Workers' Compensation Law are amended to conform to that law.

10. Exclusions

This policy does not apply:

- a. To liability for additional compensation imposed on an **insured** under Sections 4553

and 4557, Division IV, Labor Code of the State of California, because of the serious and willful misconduct of an **insured**, or because of **bodily injury** to an employee

- under 16 years of age and illegally employed at the time of injury.
 - b. To liability for **bodily injury** arising out of business pursuits of an **insured**.
 - c. Under Coverage II
 - (1) To liability assumed by the **insured** under any contract or agreement
 - (2) To **bodily injury** by disease unless a written claim is made or suit brought against the **insured** within 36 months after the end of the policy period.
 - (3) To any obligation under a workers' compensation, unemployment or disability benefits law or any similar law.
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CONDITIONS APPLYING TO THE ENTIRE POLICY

CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy shall be void if any **insured**, whether before or after a loss, has intentionally concealed or misrepresented any material fact or circumstance or

made false statements or engaged in fraudulent conduct relating to this insurance.

WAIVER OR CHANGE OF POLICY PROVISIONS

This policy contains all the agreements between **you** and **us** concerning this insurance. A waiver or change

of any provision of this policy must be in writing by **us** to be valid.

POLICY PERIOD

Insurance provided in this policy applies only to **bodily injury, personal injury or property damage** which

occurs during the policy period.

YOUR DUTIES IN THE EVENT OF AN OCCURRENCE, ACT, CLAIM OR SUIT

1. **You** must promptly notify **us** of an incident or event that may result in a claim. Notice should include:
 - a. How, when and where the incident or event took place.
 - b. The names and addresses of any injured person and witness.
 2. If a claim is made or suit is brought against any **insured, we** must be promptly notified in writing and **you** and any other involved **insured** must:
 - a. Immediately send **us** copies of any demands, notices, summonses or other legal papers received in connection with the claim or suit.
 - b. Authorize **us** to obtain records and other information.
 - c. Cooperate with **us** in the investigation, settlement or defense of the claim or suit.
 - d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization that may be liable to any **insured** because of injury or damage to which this insurance may also apply.
 3. No **insured** shall, except at the **insured's** own cost, make a payment, assume any obligation or incur any expense, other than for first aid, without **our** consent.
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DUTIES OF AN INJURED PERSON - MEDICAL PAYMENTS TO OTHERS

The injured person or someone acting on behalf of the injured person shall:

1. Give **us** written proof of claim as soon as practicable.
 2. Execute authorization to allow **us** to obtain copies of medical reports and records.
 3. Submit to physical examination by a physician selected by **us** when and as often as **we** reasonably require.
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LEGAL ACTION AGAINST US

1. No person or organization has a right under this endorsement:
 - a. To join **us** as a party or otherwise bring **us** into a suit asking for damages from any **insured**.
 - b. To sue **us** on this policy unless all of its terms have been fully complied with.

an agreed settlement or on a final judgement against any **insured** obtained after an actual trial but **we** will not be liable for damages that are not

2. A person or organization may sue **us** to recover on
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payable under the terms of this policy. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

OTHER INSURANCE

The insurance provided by this policy is excess over any other insurance except insurance specifically written to cover as excess over the limits of this policy. **We** have no duty to defend any claim or suit that any

other insurer has a duty to defend. If no other insurer defends, **we** will undertake to do so but **we** will be entitled to the **insured's** rights against any such other insurers.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the **insured** has rights to recover all or part of any payment **we** have made under this policy, those rights shall be transferred to **us**. The **insured** shall do

nothing to impair said rights. At **our** request, the **insured** shall help **us** to enforce them.

TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights and duties under this policy may not be transferred without **our** written consent.

If **you** die, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of duties as **your** legal representative.

CANCELLATION AND NON-RENEWAL

1. **You** may cancel this policy at any time by returning it to **us** or by notifying **us** in writing of the date cancellation is to take effect.
2. If this policy has been in effect for sixty (60) days or less and is not a renewal with **us**, **we** may cancel this policy for:
 - a. non-payment of premium by giving **you** fifteen (15) days written notice; or
 - b. any other reason by giving you sixty (60) days written notice.
3. If this policy has been in effect for more than sixty (60) days, or at any time if it is a renewal with **us**, **we** may cancel this policy for:
 - a. non-payment of premium by giving **you** fifteen (15) days written notice; or
 - b. any of the following reasons by giving **you** sixty (60) days of written notice:
 - (1) a determination by the Commissioner of Insurance that the loss of, or changes in, **our** reinsurance covering all or part of the risk would threaten **our** financial integrity or solvency; or
 - (2) continuation of the policy coverage would place **us** in violation of the laws of the state in which this policy was issued or the laws of the state where **we** are domiciled or would threaten our solvency.

We will also mail such notice of cancellation to

each mortgagee or other person or entity shown on this policy to have an insurable interest in the covered property.

We will state the reason for cancellation on the written notice.

Any pro-rata premium due **you** will be refunded within a reasonable time after the cancellation takes effect.

4. **We** may elect not to renew this policy for any reason by giving **you** at least sixty (60) days written notice to be effective at the next anniversary or expiration date of this policy whichever is first.

We are not required to send notice of non-renewal in the following situations:

 - a. if the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between **us** and a member of **our** insurance group;
 - b. if the policy has been extended for ninety (90) days or less, provided that notice of **our** intent not to renew the policy has been given prior to the expiration of the policy;
 - c. if **you** have obtained replacement coverage, or if **you** have agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage;
 - d. if the policy is for a period of no more than sixty (60) days and **you** are notified at the

time of issuance that it will not be renewed;

- e. if **you** request a change in terms or conditions or risk covered by the policy within sixty (60) days of the end of the policy period;
 - f. if **we** have made a written offer to **you** at least sixty (60) days before the policy expiration to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
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DEFINITIONS APPLYING TO THE ENTIRE POLICY

Certain words or phrases which are printed in bold type are defined as follows:

1. **Accident** means an undesigned, unexpected and rapidly occurring event.
2. **Aircraft** means any contrivance used or designed for navigation of or flight in the air, except model **aircraft** of the hobby variety not used or designed for the transportation of people or cargo.
3. **Bodily Injury** means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Business** means trade, a profession or occupation, and the rental or holding for rental of any part of any premises by any **insured**. Part time, self employed activities by any **insured** under the age of 18, such as newspaper delivery, baby sitting or lawn care, are not **business**.
5. **Insured** means **you** and:
 - a. The following residents of **your** household:
 - (1) **Your** relatives.
 - (2) Any other person under the age of 21 who is in the care of any person named above.
 - b. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or for watercraft which are owned by **you** or any person included in Definition 5.a. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.
 - c. With respect to any vehicle to which this policy applies:
 - (1) Any person while engaged in **your** employment or the employment of any person included in Definitions 5.a.
 - (2) Any other person using the vehicle at an **insured location** with **your** permission.
6. **Insured contract** means a written contract under which **you** assume the tort liability of a person or person retained by **you** to perform maintenance services at the **residence premises** to pay damages because of **bodily injury** or **property damage** arising out of the maintenance services. The contract or agreement must be made and be effective prior to the **bodily injury** or **property damage**.
7. **Insured location** means:
 - a. The **residence premises**.
 - b. The part of any premises which is used by **you** as a residence and:
 - (1) Which is shown on the Declarations Page; or
 - (2) Which is acquired by **you** during the policy period for **your** use as a residence.
 - c. Any premises used by **you** in connection with the premises included in 6.a. or 6.b. above.
 - d. Any part of a premises not owned by any **insured** where any **insured** is temporarily residing.
 - e. Vacant land, other than farm land, owned by or rented to any **insured**.
 - f. Land owned by or rented to any **insured** on which a one or two family dwelling is being constructed as a residence for any **insured**.
 - g. Individual or family cemetery plots or burial vaults of any **insured**.
 - h. Any part of a premises occasionally rented to any **insured** for other than **business** purposes.
8. **Motor vehicle** means any motorized land conveyance and any trailer while being towed. For the purposes of this insurance, the following shall not be considered to be **motor vehicles**:
 - a. While at an **insured location**, vehicles used by any **insured** which are designed for recreational use off public roads and which are not subject to **motor vehicle** registration.
 - b. Golf carts while on golf courses.
 - c. Vehicles not designed for travel on public roads and not subject to **motor vehicle** registration designed for assisting the handicapped or for the maintenance of an **insured location**.
9. **Occurrence** means an **accident** including continuous or repeated exposure to the same harmful conditions.
10. **Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following acts:
 - a. False arrest, detention or imprisonment.
 - b. Malicious prosecution.
 - c. Wrongful eviction of a person from premises that the person occupies.
 - d. Oral or written publication of material that slanders or libels a person or organization.
 - e. Oral or written publication of material that violates a person's right of privacy.
11. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

12. **Property damage** means:
 - a. Physical injury to tangible property including resulting loss of use of that property.
 - b. Loss of use of tangible property that is not physically injured.
13. **Rental agreement** means the lease or rental agreement for the **residence premises** shown on the Declarations Page.
14. **Residence employee** means an employee of any **insured** who performs duties in connection with the maintenance or use of the **residence premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any **insured**.
15. **Residence premises** means any building where **you** reside and any storage unit or enclosed and secured garage furnished for **your** exclusive use which is shown as the **residence premises** on the Declarations Page.
16. **We, us** and **our** refer to the Company providing this insurance.
17. **You** means the person shown on the Declarations Page as an insured and that person's spouse and the relatives of either is a resident of **your** household.