

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY - RENTED TO OTHERS

The coverage provided under the Manufactured Home Form AS-1, Section II -- Liability Coverages, Coverage E-Personal Liability Coverage, Coverage F-Medical Payments to Others Coverage, Additional Coverages and Exclusions are deleted and replaced by Premises Liability Coverage as contained herein:

LIMITS OF LIABILITY:

Bodily Injury or Property Damage Limit

Medical Payments to Others Coverage

\$ per Occurrence

\$500 per Person; \$2,500 per Occurrence

SCHEDULE

LOC	NO.	STREET	CITY	STATE	RATE PER UNIT	PREMIUM
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

TOTAL PREMIUM \$

SECTION II -- LIABILITY COVERAGES

Coverage E: Premises Liability Coverage

If a claim is made or a suit is brought against **you** for damages because of **Bodily Injury** or **Property Damage** arising out of an occurrence, **we** will

- (1) Pay up to **our** liability limit for the damages for which **you** are legally liable; and to which this insurance applies.
- (2) Provide a defense at our expense by counsel of our choice even if the suit is groundless, false, or fraudulent. **We** may make any investigation and settle any claim or suit. **Our** obligation to defend any claim or suit ends when the amount **we** pay for damages resulting from the loss equals **our** liability limit.

Coverage F: Medical Payments to Others Coverage

We will pay, up to limits shown on the Schedule Page, the necessary medical expenses incurred and reported to **us** within 1 year from the date of an accident causing **Bodily Injury**. Medical expenses means reasonable charges for medical, ambulance, and funeral services. This coverage does not apply to **you** or regular residents of **your** household or rented property other than **Residence Employees**. As to others, this coverage applies only:

- (1) To a person on the **Insured Premises** with **your** permission; or
- (2) To a person off the **Insured Premises**, if the **Bodily Injury**:
 - (a) Arises out of a condition of the **Insured Premises** or the ways immediately adjoining;
 - (b) Is caused by **your** activities;
 - (c) Is caused by a **Residence Employee** in the course of employment by **you**; or
 - (d) Is caused by an **animal** owned by **you** or in **your** care.

Additional Coverages

We will cover the following in addition to the Premises Liability limit:

- (1) Damage to Property of Others. **We** will pay up to \$250 per **occurrence** for **Property Damage** to property of others caused by **you**. **We** will not pay for **Property Damage**:
 - (a) To property covered under Section I of this policy;
 - (b) Caused intentionally by any **Insured Person** who is 13 years of age or older; (c) To property owned by or rented to **you**, a tenant of **yours**, or a resident in **your** household; or
 - (d) Arising out of or in connection with:
 - (i) **Business** pursuits, but not including rental to others of a residence premises listed herein; or
 - (ii) Any act or omission in connection with a premise owned, rented or controlled by **you**, other than the **Insured Premises**; or
 - (iii) The ownership, maintenance or use of aircraft, watercraft or a **Motor Vehicle** other than one used only to maintain the **Insured Premises**.
- (2) Claim expenses. **We** pay:
 - (a) Expenses incurred by **us** and costs taxed against **you** in any suit **we** defend;
 - (b) Premiums on bonds required in a suit defended by **us**, but not for bond amounts greater than **our** liability limit. **We** are not obligated to apply for or furnish any bond;
 - (c) Reasonable expenses incurred by **you** at our request, including actual **loss** of earnings, up to \$50 per day for assisting **us** in the defense of any suit;
 - (d) Interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed **our** liability limit.
- (3) First Aid Expenses. **We** will pay expenses for first aid to others caused by an **Insured Person** for **bodily injury** covered under this policy. **We** will not pay for first aid to **you** or any other **Insured Person**.

Exclusions

- (1) Under Premises Liability Coverage and Medical Payments to Others Coverage **we** do not cover **Bodily Injury** or **Property Damage**:
 - (a) Arising out of any willful or malicious act or omission by any person. **We** also will not cover claims for acts or omissions of any person which are intended to result in **bodily injury** or **property damage**, or which would be expected by a reasonable person to result in **bodily injury** or **property damage**.
 - (b) Arising out of or in connection with:
 - (i) A **business** engaged in by an **Insured Person**. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the **business**. **Business** as used in this clause does not refer to rental to others of a residence premises by you.
 - (c) Arising out of the rendering or failing to render professional services.
 - (d) Arising out of any premises owned or rented to **you** which is not an **Insured Premises**;
 - (e) Arising out of the ownership, maintenance, use, loading or unloading of:
 - (i) An aircraft;

- (ii) A **Motor Vehicle** (other than one while being used to maintain the **insured premises**) owned or operated by, or rented or loaned to **you**; or
- (iii) A watercraft owned or operated by, or rented or loaned to you if the watercraft:
 - (A) Has inboard or inboard-outboard motor power with more than 25 total horsepower; or
 - (B) Is a sailing vessel with or without auxiliary power, 26 feet or more in overall length; or
 - (C) Is powered by one or more outboard motors with more than 25 total horsepower; or
 - (D) Is a personal motorized watercraft including, but not limited to jet skis, or other similar watercraft.
- (f) Caused by discharge of any nuclear weapon (even if accidental), war (declared or not), civil war, insurrection, rebellion, revolution, riot or civil commotion, or any consequence of any of these.
- (g) Arising out of the movement of the Manufactured Home on any public or private right of way or operations of setup or movement.
- (h) Arising out of the transmission of a communicable disease by an **Insured Person**.
- (i) Arising out of the rendering of home day care services.
- (j) Arising out of any violation of a criminal law either by or with the knowledge or consent of an **Insured Person**, regardless of whether that person is actually charged with or convicted of a crime.
- (k) Arising out of the use, possession, manufacture, sale, delivery, or transfer by any person of a controlled substance as defined by the Federal Food & Drug Administration. Controlled substances include, but are not limited to, marijuana, cocaine, LSD and all narcotic drugs. This does not apply to legitimate use of prescription drugs as directed by a licensed physician.
- (l) Any **loss** or expense including cleanup costs resulting from asbestos or asbestos containing material.
- (m) Any **loss** or expense including cleanup costs resulting from the toxic properties of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead including, but not limited to, solid, liquid, vapor or fumes. This exclusion also applies to any **loss**, cost or expense arising out of any request, demand or order from anyone including any government authority to test for, monitor, cleanup, abate, remove, contain threat, detoxify or neutralize or in any way respond to or assess the effects of lead.
- (n) **Bodily Injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by **you** under any worker's compensation, nonoccupational disability, or occupational disease law.
- (o) **Bodily Injury** or **property damage** caused directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. In addition **we** will not pay for any **loss**, cost or expense that **you** may incur in testing for, monitoring, removing, treating, or in any way responding to the actual potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

We will not defend you with respect to any claim or suit seeking such damages.

Exclusions (d) and (e) do not apply to **Bodily Injury** to any **Residence Employee** arising out of and in the course of the **Residence Employee's** employment.

- (2) Premises Liability Coverage does not apply to:
 - (a) Liability assumed under any contract or agreement in connection with any **business of yours**;
 - (b) **Property Damage** to property owned by **you**;
 - (c) **Property Damage** to property rented to, occupied or used by **you** or in **your** care, custody or control. This Exclusion does not apply to **Property Damage** caused by fire, explosion, smoke or smudging resulting from the sudden, unusual or faulty operation of any heating or cooking unit.
 - (d) **Bodily Injury** to persons residing in **your** household, other than **Residence Employees**;
 - (e) **Bodily Injury** for persons eligible for benefits required to be or voluntarily provided by you under any worker's compensation, nonoccupational disability or occupational disease law.
 - (f) Claims, costs or awards for punitive or exemplary damages;

- (g) **Bodily Injury** or **property damage** in excess of \$2,500 arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**:
- (i) at or from premises owned, rented or occupied by **you**;
 - (ii) at or from any site or location used by or for **you** or others for the handling, storage, disposal, processing or treatment of waste;
 - (iii) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for **you** or any person or organization for whom **you** may be legally responsible; or
 - (iv) at or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations;
 - (a) if the **pollutants** are brought on or to the site or location in connection with such operations; or
 - (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**.
 - (c) to any **loss**, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

This limitation 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 means one which becomes uncontrollable or breaks out from where it was intended to be.

- (3) Medical Payments to Others Coverage does not apply to **Bodily Injury**;
- (a) To a **Residence Employee** if it occurs off the **Insured Premises** and does not arise out of or in the course of, the **Residence Employee's** employment;
 - (b) To any person eligible for benefits required to be or voluntarily provided under any worker's compensation, nonoccupational disability or occupational disease law.
 - (c) To any person, other than a **Residence Employee** of an **Insured Person** regularly residing on any part of the **Insured Premises**.

The definition of the **Insured Premises** as respects Section II -- Liability Coverage, on Page 2 of the Policy is deleted and the following is substituted therefore:

In Section II--LIABILITY COVERAGES, **Insured Premises** means:

- (1) The part of any other premises, other structures and land rented to others by you as a residence premises.

All other terms and conditions of this Section shall apply.