

	BRANCH	PRODUCER CODE	PRODUCER		PREVIOUS POLICY NO.
AUDIT Freq.					

DECLARATIONS

COMMON POLICY DECLARATIONS

POLICY NUMBER

Renewal of Policy No:

COVERAGE IS PROVIDED BY
INTERSTATE FIRE AND CASUALTY COMPANY
 A STOCK COMPANY

Named Insured: And Mailing Address:		
Policy Period	From:	To:
Agent or Broker Office Address:		
Town and State:		

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM	
Tenant's Liability	Coverage Part	\$	
		\$	
		\$	
		\$	
		\$	
		\$	
TOTAL PREMIUM		\$	
		\$	
		\$	
		\$	
		\$	
Policy Total shown is payable at inception		\$	
POLICY TOTAL		\$	

Form of Business:

- ☐ Corporation
 ☐ Individual
 ☐ Partnership
☐ Joint Venture
 ☐ Organization (Other than Partnership or Joint Venture)

Business Description:

Forms and Endorsements (other than applicable Forms and Endorsements shown elsewhere in the policy)
 (Show numbers)

THESE POLICY DECLARATIONS AND THE COMMERCIAL GENERAL LIABILITY DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

COUNTERSIGNED AT: _____ BY: _____


 AUTHORIZED REPRESENTATIVE

DATE: _____ / _____

Resident Housing Liability Supplemental Declarations

Policy Number: OTP07318151

Effective Date: 08/01/2020 (12:01 A.M., Standard Time)

Limits of Insurance

General Aggregate Limit (Other than Products-Completed	No Coverage
Products-Completed Operations Aggregate Limit	No Coverage
Personal and Advertising Injury Limit	No Coverage
Each Occurrence Limit	\$100,000
Damage To Premises Rented To You Limit	\$100,000
Medical Expense Limit	\$1,000 Any One Person
Hired Auto Liability Limit	No Coverage
Non-Owned Auto Liability Limit	No Coverage

Description of Business and Location of Premises

Form of Business: Residential Housing

☐ Corporation ☐ Individual ☐ Partnership ☒ Organization (Other than Partnership)

Business Description: Multifamily Housing Rental Portfolio and Tenants

Location of All Premises You Own, Rent or Occupy: Per Limitation of Coverage to Designated Premises Endorsement Attached to this policy.

Premium

Code No.	Classification	Premium Basis	Rate		Advance Premium	
			Prod/Com Ops.	All Other	Prod/Com Ops.	All Other
68500	Townhouses or similar associations	Subject to reporting	n/a		nil	

Forms and Endorsements

(other than applicable Forms and Endorsements shown elsewhere in the policy) Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Forms Endorsement XSE-1001 (01/96) (Ed. 01/98)

These Declarations are part of the Common Declarations containing the name of the insured and the policy period.

01-<IL-2017 (04-06)

FORMS ENDORSEMENT

The following are the forms attached to and forming a part of the policy at inception:

PHN-3004	(04/06)	Important Notice Regarding Terrorism Coverage
00-GL 3877	(12/03)	Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism
01-GL-2017	(04/06)	Resident Housing Liability Supplemental Declarations
CG-73 23	(07/20)	Limitation of Coverage to Designated Premises
01-GL-3104	(04/06)	Additional Named Insured Endorsement
CG 24 04	(10/93)	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
05-GE-0002	(05/16)	Reporting A Claim
01-GE-0005	(04/15)	Service Of Suit
145985	(06/14)	Economic or Trade Sanctions Compliance
145917	(05/04)	Silica Exclusion
CG7092	(06/04)	Complete Lead Poisoning and Lead Contamination Exclusion
CG7093	(12/92)	Complete Asbestos Exclusion
CG7311	(07/20) REV	Resident Housing Liability Coverage Form
CG7312	(01/17)	Medical Payment Coverage Form
CG7314	(02/17)	Named Insured Versus Tenant Endorsement
CG7316	(01/18)	Student Primary Coverage Endorsement

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

IMPORTANT NOTICE REGARDING TERRORISM COVERAGE

Insured: GMH Capital Partners Asset Services, LP and Participating Resident Tenants as their interest may appear in reported enrollment rosters

Policy Number: OTP07318151

Producer: Arthur J. Gallagher & Co.

Effective Date: 08/01/2020

This notice applies to all the type(s) of Insurance provided under this policy that are subject to the Terrorism Risk Insurance Act of 2002 ("The Act"), as extended on December 22, 2005.

You are hereby notified that under The Act, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of The Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been

committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance coverage you have the right to purchase for losses caused by acts of terrorism, as defined in The Act, is partially reimbursed by the United States under a formula established by The Act. Under this formula, the United States pays 90% (85% in 2007) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage does not include any charges for the portion of the loss covered by the Federal government under The Act.

Our records indicate that you previously rejected coverage for losses arising out of acts of terrorism, as defined by The Act, when we provided you a quote for insurance. Accordingly, your policy does not currently provide this coverage. However, The Act requires that we again make an offer at this time. If you wish to change your decision and purchase terrorism coverage, you must contact your agent or broker representing the Fireman's Fund Insurance Companies and request coverage so we can provide you with a new quote. If you do not do so, it will be presumed that you have rejected this offer of terrorism coverage.

Please note that any coverage mandated by applicable Standard Fire Policy laws or Workers Compensation laws in your state will not be affected by your rejection of terrorism coverage.

This offer of coverage for losses due to terrorist acts, as defined by The Act, if accepted, will be subject to the limit(s), terms and conditions of any policy or endorsement subsequently issued.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Allianz Global Corporate & Specialty Insurance Companies.

One of the Allianz Global Corporate & Specialty Insurance Companies as named on the declaration page of your policy.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF
TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the Inception date of the policy unless another date is indicated below:

The following needs to be completed only when this endorsement is Issued subsequent to inception of the policy

Named Insured: GMH Capital Partners Asset Services, LP and Participating Resident Tenants as their interest may appear in reported enrollment rosters		
Endorsement Effective: 08/01/2020	Policy Number: OTP07318151	Countersigned by 

(Authorized Representative)

A. The following exclusion is added: this insurance does not apply to **TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "personal injury", "advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism, pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002.

C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

Resident Housing Liability Coverage Form

SCHEDULE

Premises:

Everly on the Loop

6105 Delmar Blvd. St. Louis, MO 63112

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule.
2. Any newly acquired location in which GMH Capital Partners Asset Services, LP maintains ownership, majority interest or management responsibilities.
However:
 - a. Coverage under this provision is afforded only until the 60th day after GMH Capital Partners Asset Services, LP acquired the location or the end of the policy period, whichever is earlier; and
 - b. Coverage for liability or defense does not apply to any claim made or suit brought for damages for which and Insured is legally liable caused by an **occurrence** before GMH Capital Partners Asset Services, LP acquired the location.

ADDITIONAL NAMED INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

RESIDENT HOUSING - TENANT LIABILITY COVERAGE FORM

ITEM ONE, "Named Insured and Mailing Address" in the Declarations is amended to include:

Everly Property Owner LLC

Participating Tenants and family members' resident at covered property.

Including tenants of the Rental Properties listed on the Residence Premises Endorsement. (See Insured definition)

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

01-GL-3104 (04/06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

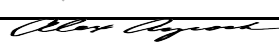
CG 24 04 10 93

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the
following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated
below.

Endorsement effective 08/01/2020 12:01 A.M. standard time	Policy No. OTP07318151
Named Insured: GMH Capital Partners Asset Services, LP and Participating Resident Tenants as their interest may appear in reported enrollment rosters	Countersigned by 

(Authorized Representative)

SCHEDULE

Name of Person or Organization: Any person or organization when you and such person or organization have agreed in writing In a contract or agreement that you will waive any right of recovery against such person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for Injury or damage. This waiver applies only to the person or organization shown in the schedule above.

Reporting a Claim

Allianz Global Corporate & Specialty is committed to providing insureds and clients with effective claim service.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers, please follow the procedures outlined below.

PROCEDURES FOR REPORTING CLAIMS

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

Allianz Global Corporate & Specialty
Phone Number: 1-888-347-3428
or
Fax Number: 1-800-511-3720

Please fill out the online claim reporting form which is available at www.agcs.allianz.com/usclaims or send an email to CJENOL@ffic.com. For assistance contact your agent or broker.

Service of Suit

In the event of our failure to pay any amount claimed to be due under this policy, we agree to submit to the jurisdiction of any court of competent jurisdiction within the United States in which a suit for those amounts may be brought. Nothing in this condition constitutes or should be understood to constitute a waiver of our right to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in such suit may be made upon:

Julie A. Garrison
Senior Vice President/Corporate Secretary Interstate Fire
& Casualty Company
225 W. Washington Street, Suite 2000
Chicago, Illinois 60606

or her representative, and in any suit instituted against us with respect to this policy, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

To the extent required by the express provision of any statute of any state, territory, or district of the United States, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this policy, and we hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the **Allianz insurance companies** as named in the policy

Economic or Trade Sanctions Compliance - 145985 06 14

Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.

RESIDENT COPY

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz insurance companies** as named in the policy.

145985 6-14

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Silica Particles Exclusion - 145917 06 04

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage
Liquor Liability Coverage
Owners and Contractors Protective Liability Coverage Pollution
Liability Coverage
Products/Completed Operations Liability Coverage
Railroad Protective Liability Coverage Underground
Storage Tank Liability Coverage Farm Liability
Coverage
American Business Coverage (Section II) Garage
Coverage (Section II)

The following exclusion is added:

This insurance does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, **Silica**.

As used in this exclusion, the term **Silica** includes, but is not limited to, silicon dioxide, silica, silica products,

silica fibers, silica dust, any other silica byproducts, and silica, whether alone or in combination with any sub-stance, product or material.

Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.



Secretary



President

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz insurance companies** as named in the policy.

Complete Lead Poisoning and Lead Contamination Exclusion

CG 70 92 12 92

Insured: GMH Capital Partners Asset Services, LP and
Participating Resident Tenants as their interest may appear
in reported enrollment rosters

Policy Number: OTP07318151

Producer: Arthur J. Gallagher & Co.

Effective Date: 08/01/2020

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **lead**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **lead**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **lead**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **lead**; or
- (4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neu- tralizing or in any way responding to, or assessing the effects of **lead**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judge- ments as to any claim, **suit** or proceeding involving or allegedly involving, **lead**.

As used in this exclusion, **lead** includes, but is not lim- ited to the mineral **lead** (chemical element & symbol {lead (Pb)} Atomic number 82) in any form, whether or not the **lead** is:

- (1) Pure;
- (2) Contained in, or on, or incorporated into, products, goods or materials;
- (3) Solid, liquid, gaseous or in fumes; or
- (4) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **Bodily injury** or **Property damage** that is caused by a sudden, abrupt striking by, or impact with, **lead**, which causes an im- mediate and conspicuous manifestation of physical injury to persons or property.



Secretary



President

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz insurance companies** as named in the policy.

Complete Asbestos Exclusion - CG 70 93 12 92

Insured: GMH Capital Partners Asset Services, LP
and Participating Resident Tenants as their interest
may appear in reported enrollment rosters
Policy Number: OTP07318151
Producer: Arthur J. Gallagher & Co.
Effective Date: 08/01/2020

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **asbestos**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **asbestos**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **asbestos**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **asbestos**; or
- (4) Any claim, suit or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating,

neutralizing or in any way responding to, or assessing the effects of **asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit or proceeding involving or allegedly involving **asbestos**.

As used in this exclusion, **asbestos** includes, but is not limited to the mineral **asbestos** in any form, whether or not the **asbestos** is:

- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **bodily injury** or **property damage** that is caused by a sudden, abrupt striking by, or impact with, **asbestos**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.



Secretary



President

This Form must be attached to Change Endorsement when issued after the policy is written. One of the **Allianz insurance companies** as named in the policy.

**INTERSTATE FIRE AND CASUALTY
COMPANY**

(a stock Insurance company, herein called the company)

agrees with all Insureds, in consideration of the payment of the premium, and in reliance upon the statements in the Declarations and subject to the limit of liability, exclusions, conditions and other terms of this policy, as follows:

RESIDENT HOUSING LIABILITY COVERAGE FORM

SECTION I— DEFINITIONS

- A. In this policy, "you" and "your" refer to the "named Insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this Insurance.
- B. In addition, certain words and phrases are defined as follows:
1. **"Aircraft Liability"**, **"Hovercraft Liability"**, **"Motor Vehicle Liability"** and **"Watercraft Liability"**, subject to the provisions in b. below, means the following:
 - a. Liability for **"bodily injury"** or **"property damage"** arising out of
 - (1) Ownership of such vehicle or craft by an **"Insured"**;
 - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3) Entrustment of such vehicle or craft by an **"Insured"** to any person;
 - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an **"Insured"**; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - b. For the purpose of this definition:
 - (1) **"Aircraft"** means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - (2) **"Hovercraft"** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 - (3) **"Watercraft"** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (4) **"Motor vehicle"** means a **"motor vehicle"** as defined in 7. below.
 2. **"Bodily Injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
 3. **"Business"** means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no **"Insured"** receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an **"Insured"**.
 4. **"Employee"** means an employee of an **"Insured"**, or an employee leased to an **"Insured"** by a labor leasing firm under an agreement between an **"Insured"** and the labor leasing firm, whose duties are other than those performed by a **"residence employee"**.

5. **"Fungi"** means any type or form of fungus, Including mold or mildew and any mycotoxins, spores, scents or byproducts or released by fungi.
6. **"Insured"** means:
- a. The entities designated in the Named Insured Endorsement and
 - b. Participating tenants of the rental Properties listed on the Residence Premises Endorsement Including
 - c. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in the care of any person named above;
 - d. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a person described in a.(1) above; or
 - e. (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person Included in a. or b. above. **"Insured"** does not mean a person or organization using or having custody of these animals or watercraft In the course of any **"business"** or without consent of the owner; or
 - (2) With respect to a **"motor vehicle"** to which this policy applies:
 - (a) Persons while engaged in your employ or that of any person included In a. or b. above; or
 - (b) Other persons using the vehicle on an **"Insured location"** with your consent.
- When the word "an" immediately precedes the word **"Insured"**, the words an **"Insured"** together mean one or more **"Insureds"**.
7. **"Insured location"** means:
- a. The **"residence premises"**;
 - b. Any premises used by you in connection with a premises described in a. above;
8. **"Motor vehicle"** means:
- a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.
9. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. **"Bodily Injury"**; or
 - b. **"Property damage"**.
10. **"Property damage"** means physical injury to, destruction of, or loss of use of tangible property.
11. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including. smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste. Waste Includes materials to be recycled, reconditioned or reclaimed.
12. **"Residence employee"** means:
- a. An employee of an **"Insured"**, or an employee leased to an **"Insured"** by a labor leasing firm, under an agreement between an **"Insured"** and the labor leasing firm, whose duties are related to the maintenance or use of the **"residence premises"**, including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the **"business"** of an **"Insured"**.
- A **"residence employee"** does not Include a temporary employee who Is furnished to an **"Insured"** to substitute for a permanent **"residence employee"** on leave or to meet seasonal or short-term workload conditions.
13. **"Residence premises"** means:
- a. The one family dwelling where you reside;

- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown in the Limitation of Coverage to Designated Premises Endorsement in this policy

"Residence premises" also includes other structures and grounds at that location.

14. **"Suit"** means a civil proceeding in which damages because of **"bodily injury"** or **"property damage"** to which this insurance applies are alleged. **"suit"** includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured submits 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

SECTION II – LIABILITY COVERAGE

If a claim is made or a suit is brought against an **Insured** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies, we will:

- 1. Pay up to our limit of liability for the damages for which an **Insured** is legally liable. Damages include prejudgment interest awarded against an **Insured**; and
- 2. Provide a defense at our expense by, counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the **occurrence** has been exhausted by payment of a judgment or settlement.

SECTION III – EXCLUSIONS

A. Motor Vehicle Liability

- 1. This policy does not apply to any motor vehicle liability if, at the time and place of an **occurrence**, the involved **motor vehicle**:
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the **occurrence**; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any **business** purpose except for a motorized golf cart while on a golfing facility.
- 2. If Exclusion A.1. does not apply, there is still no coverage for motor vehicle liability unless the **motor vehicle** is:
 - a. In dead storage on an **Insured location**;
 - b. Used solely to service an **Insured's** residence;
 - c. Designed to assist the handicapped and, at the time of an occurrence, it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an **Insured location**;
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an **Insured**; or
 - (2) Owned by an **Insured** provided the **occurrence** takes place on an **Insured location** as defined in **Definitions B.6.a.** or
 - e. A motorized golf cart that is owned by an **Insured**, designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an **occurrence**, is within the legal boundaries of:

- (1) A golfing facility and Is parked or stored there, or being used by an **Insured** to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where **motor vehicles** or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or
- (2) A private residential community, including Its public roads upon which a motorized golf cart can legally travel, which Is subject to the authority of a property owners association and contains an **Insured's** residence.

B. Watercraft Liability

1. This policy does not apply to any **watercraft liability** if, at the time of an **occurrence**, the Involved watercraft Is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any **business** purpose.
2. If Exclusion B.1. does not apply, there is still no coverage for **watercraft liability** unless, at the time of the **occurrence**, the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an **Insured**; or
 - c. Is not a sailing vessel and Is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an **Insured**; or
 - (b) More than 50 horsepower and not owned by or rented to an **Insured**; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an **Insured**;
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an **Insured** who acquired It during the policy period; or

The coverages in (c) above apply for the policy period.

"Horsepower" means the maximum power rating assigned to the engine or motor by the manufacturer.

C. Aircraft Liability

This policy does not cover **aircraft liability**.

D. Hovercraft Liability

This policy does not cover **hovercraft liability**.

E. This policy does not apply to the following:

1. Expected Or Intended Injury
Bodily injury or property damage which is expected or intended by an insured even if the resulting bodily injury or property damage:
 - a. Is of a different kind, quality or degree than initially expected or Intended; or
 - b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion E.1. does not apply to bodily injury resulting from the use of reasonable force by an Insured to protect persons or property;

2. Business

- a. Bodily Injury or property damage arising out of or in connection with a business conducted from an insured location or engaged in by an insured, whether or not the business is owned or operated by an insured or employs an insured.

This exclusion E.2. 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.

- b. This Exclusion E.2. does not apply to:

An insured under the age of 21 years involved in a part-time or occasional, self-employed business with no employees;

3. Professional Services

Bodily injury or property damage arising out of the rendering of or failure to render professional services;

4. Insured's Premises Not An Insured Location

Bodily injury or property damage arising out of a premises:

- a. Owned by an Insured;
- b. Rented to an Insured; or
- c. Rented to others by an Insured;

This is not an insured location as listed in the Limitation of Coverage to Designated Premises endorsement;

Exclusions A. Motor Vehicle Liability, B. Watercraft Liability, C. Aircraft Liability, D. Hovercraft Liability and E.4. Insured's Premises Not An Insured Location do not apply to bodily injury to a residence employee arising out of and in the course of the residence employee's employment by an insured.

5. War

Bodily injury or property damage caused directly or Indirectly by war, Including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

Bodily injury or property damage which arises out of the transmission of a communicable disease by an Insured;

7. Sexual molestation, corporal punishment or Physical or mental abuse or

bodily injury or property damage arising out of sexual molestation, corporal punishment or physical or mental abuse.

8. Controlled Substance

Bodily injury or property damage arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

9. Cross Suits

- a. This policy does not apply to bodily injury or property damage arising from claims or suits brought by:
 - (1) Any insured identified in the declarations or policy as a Named Insured against another Named Insured;
 - (2) Any Insured Identified In the declarations or policy as an insured against a defendant who is an insured as defined in Section I- Definitions-Insured;
 - (3) Any insured defined in Section I – Definitions- Insured against a Named Insured or any other Insured as defined In Section I - Definitions -Insured

However, this exclusion does not apply to any claim or “suit” brought by the first Named Insured under this policy against any tenant of the L.L.C who is also an Insured under this policy. Additionally, this exclusion does not apply to claim or “suit” brought by one Insured tenant against another Insured tenant.

10. Pollution

- a. Bodily Injury or property damage which would not have occurred in whole or part but for 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, order or statutory or regulatory requirement 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.

11. Fungi or Bacteria

- a. Bodily Injury or property damage which would not have occurred, in whole or in part, but for the actual, alleged, or threatened Inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi or bacteria on or within a building or structure, Including its contents, regardless of whether any other cause, event, material or product contributed concurrently or In any sequence to such injury or damage.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any Fungi or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

12. Lead

- a. Bodily injury or property damage arising out of, or which would not have occurred in whole or in part but for:
 - (1) The actual, alleged or threatened ingestion, inhalation, consumption, absorption, discharge, dispersal, seepage, migration, release or escape of lead In any form, at anytime, anywhere, in any way;
 - (2) The use of lead in any form, or products containing lead or the residue of lead, in construction or manufacturing of any goods, products or man-made structures, objects or features;
 - (3) The removal of lead in any form from any goods, products or man-made structures, objects or features; or
 - (4) The manufacture, transportation, storage, service, installation, use, sale, mining, distribution or disposal of lead in any form, or goods, products or man-made structures, objects or features containing lead or the residue of lead.

- b. Any loss, cost, expense, fines or penalties related to or arising out of any of the above, including but not limited to:
 - (1) The investigation of any claim or defense of any suit for injury or damage;
 - (2) Any request or demand, including but not limited to an order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations, that any insured or others test for, monitor, clean up, remedy, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead in any form; or
 - (3) Any claim or suit, including but not limited to those by or on behalf of a governmental authority, for damages because of testing for, monitoring, cleaning up, remedying, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

13. Asbestos

- a. Bodily Injury or, property damage arising out of, or which would not have occurred in whole or in part but for:
 - (1) Inhaling, ingesting or prolonged physical exposure to asbestos in any form, or goods or products containing asbestos in any form, at anytime, anywhere, in any way;
 - (2) The use of asbestos in any form in construction, or in the manufacturing of any goods, products or man-made structures, objects or features;
 - (3) The removal of asbestos in any form from any goods, products or man-made structures, objects or features; or
 - (4) The manufacture, transportation, storage, service, installation, use, sale, mining, distribution or disposal of asbestos in any form, or goods or products containing asbestos in any form.
- b. Any loss, cost, expense, fines or penalties related to or arising out of any of the above, including but not limited to:
 - (1) The investigation of any claim or defense of any suit for injury or damage;
 - (2) Any request or demand, including but not limited to an order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations, 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 asbestos in any form; or
 - (3) Any claim or suit, including but not limited to those 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 asbestos in any form.

F. Liability

Liability does not apply to:

1. a. For any loss assessment charged against you as a member of an association, corporation or community of property owners.
- b. Under any contract or agreement entered into by an **insured**. However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an **insured location**; or
 - (2) Where the liability of others is assumed by you prior to an **occurrence**;

unless excluded in a. above or elsewhere in this policy;

2. **Property damage** to property owned by an **insured**. This includes costs or expenses incurred by an **insured** or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an **insured location**. However this exclusion does not apply to property damage to property owned by one Insured tenant that is damaged by another insured tenant or damage to the insured's residence premises resulting from fire, water, smoke or explosion;

3. **Property damage** to property rented to, occupied or used by or in the care of an **insured**. This exclusion

does not apply to **property damage** caused by fire, water, smoke or explosion;

4. Bodily injury to any person eligible to receive any benefits voluntarily provided or required to be provided by an **insured** under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. Bodily injury or property damage for which an **insured** under this policy:

- a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;

or any of their successors; or

- b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. Bodily injury to you or an **insured** as defined under Definitions 13 a. or b.

This exclusion also applies to any claim made or suit brought against you or an **insured**:

- a. To repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of **bodily injury** to an **insured**.

SECTION IV - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an **insured** in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of insurance. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an insured at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. 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 the limit of liability that applies.

B. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$100,000 per occurrence for property damage to property of others caused by an Insured.
2. We will not pay for property damage:
 - a. To the extent of any amount recoverable under any property fire policy;
 - b. Caused intentionally by an insured who is 13 years of age or older;
 - c. To property owned by an Insured;
 - d. To personal property owned by or rented to a tenant of an insured or a resident in your household; or
 - e. Arising out of:
 - (1) A business engaged in by an insured;
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an insured, other than the insured location; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or motor vehicles.

SECTION V -CONDITIONS

A. Limits Of Insurance

1. The General Aggregate Limit shown in the declarations is the most we will pay for the sum of all damages covered under this policy.
2. The Each Occurrence Limit shown in the declarations is the most we will pay for all damages resulting from any one occurrence. This limit is the same regardless of the number of claims made or persons injured. All bodily injury and property damage resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one occurrence.
3. The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

B. Severability Of Insurance

This insurance applies separately to each insured.

C. Duties After Occurrence

In case of an occurrence, you or another insured will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the Named Insured shown in the declarations;
 - b. Reasonably available information on the time, place and circumstances of the occurrence; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or **suit**;
3. Promptly forward to us every notice, demand, summons or other process relating to the **occurrence**;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;
 - c. With the conduct of **suits** and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to B. Damage To Property Of Others under Section IV - Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an **insured's** control;
6. No **insured** shall, except at such **insured's** own cost, voluntarily make payment, assume obligation or incur expense at the time of the **bodily injury**.

D. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms of this policy.
2. No one will have the right to join us as a party to any action against an **insured**.
3. Also, no action can be brought against us until the obligation of such **insured** has been determined by final judgment or agreement signed by us.

E. Bankruptcy Of An Insured

Bankruptcy or Insolvency of an **insured** will not relieve us of our obligations under this policy.

F. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written

specifically to cover as excess over the limits of insurance that apply in this policy.

G. Policy Period

This policy applies only to **bodily injury** or **property damage** which occurs during the policy period.

H. Concealment Or Fraud

We do not provide coverage to an **insured** who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

I. Reporting Clause

1. The insured agrees to keep an accurate record of the **participating residence premises** during the term of this policy and to report to the company or its authorized agent, quarterly the full number of **residence premises** insured at the end of each quarterly reporting period. The quarterly reporting periods end February 1, May 1, August 1 and November 1. Reports are due within 30 days of the quarterly reporting dates.
2. The premium developed using the quarterly reports specified above will be calculated by multiplying the rate per unit indicated on Supplemental Declarations Page times the difference between the number of units at the beginning of the quarter and the number of units at the end of the quarter times 50%.

SECTION VI- ADDITIONAL CONDITIONS

A. Waiver or Change of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

B. Cancellation

1. The first Named Insured shown in the declarations may cancel this policy at any time by returning It to us or by letting us know In writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting the first named insured know in writing of the date cancellation takes effect. This cancellation notice may be delivered or mailed to the first named insured at the mailing address shown in the declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued or because of excessive claim frequency.This can be done by letting you know at least 45 days before the date cancellation takes effect.
 - d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting the first named insured know at least 30 days before the date cancellation takes effect.
3. If this policy is cancelled, we will send the first named insured any premium refund due

- a. If we cancel, the refund will be pro rata.
- b. If cancellation at the request of the first named insured:

The policy is subject to a Minimum Earned Premium which is 25% of the premium for the policy. This Minimum Earned Premium is the least amount of premium we shall retain as earned premium regardless of the term. If the first named insured cancels, the refund will be determined as follows:

- (1) If at the time of cancellation the earned premium is greater than the Minimum Earned Premium, the refund will be 90% of the pro rata return.
 - (2) If at the time of cancellation the earned premium is equal to or less than the Minimum Earned Premium, the refund will be the premium paid in excess of the Minimum Earned Premium.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

C. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

D. Assignment

Assignment of this policy will not be valid unless we give our written consent.

E. Subrogation

The insured waives before a loss, all rights of recovery against the property owner and manager and its subsidiary companies. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an insured must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to or Paragraph B. Damage To Property Of Others under Section IV – Additional Coverages.

F. Death

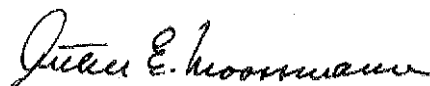
If any person named in the declarations or the spouse, if a resident of the same household, dies, the following apply:

- 1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
- 2. Insured includes:
 - a. An insured who is a member of your household at the time of your death, but only while a resident of the residence premises; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

Our President and Secretary have signed this policy. This policy is not valid unless it is completed by the attachment of a declarations page signed by our duly authorized representative.

 _____

Secretary



President

MEDICAL PAYMENTS COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

RESIDENT HOUSING LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that coverage provided under this policy is amended as follows:

A. Section II – Liability Coverage is amended to include the following:

Medical Payments to Others Coverage

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household other than **residence employees**. As to others, this coverage applies only:

1. To a person on the **insured location** with the permission of an insured; or
2. To a person off the insured location, if the **bodily injury**:
 - a. Arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. Is caused by the activities of an insured;
 - c. Is caused by a **residence employee** in the course of the **residence employee's** employment by an insured; or
 - d. Is caused by an animal owned by or in the care of an insured.

B. Section III – Exclusions is amended to include the following:

G. Medical Payments To Others Coverage

Medical Payments to Others Coverage does not apply to **bodily injury**:

1. To a **residence employee** if the **bodily injury** occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an insured;
2. To any person eligible to receive any benefits required to be provided or voluntarily provided under any workers compensation law, non-occupational disability law, or occupational disease law;
3. From any nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these; or
4. To any person, other than a **residence employee** of an insured, regularly residing on any part of the **insured location**.

C. Section V - Conditions is amended to include the following:

J. Duties Of An Injured Person – Medical Payments To Others Coverage

1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.

2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

K. Payment Of Claim - Medical Payments To Others Coverage

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

All other terms and conditions of the Policy remain the same.

RESIDENT COPY

NAMED INSURED VERSUS TENANT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

RESIDENT HOUSING LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that coverage provided under this policy is amended as follows:

Section IV – Additional Coverages, B. Damage to Property of Others, 2. a., c., d., and e., do not apply to any claim or “suit” brought by the first Named Insured under this policy against any tenant of a landlord who is also an insured under this policy.

All other terms and conditions of the Policy remain the same.

STUDENT PRIMARY COVERAGE E NDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

RESIDENT HOUSING LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that coverage provided under this policy, where the first Named Insured is a school or privately managed student housing company, is amended as follows:

Section V – Conditions, F. Other Insurance, is deleted and replaced by the following:

F. Other Insurance

This insurance is primary to other applicable insurance the first Named Insured may have on the property or any parent of an insured tenant who purchased Homeowners policy and is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of insurance that apply in this policy.

All other terms and conditions of the Policy remain the same.