

## Personal Injury

Old Form # ML-46

New Form # HO 1744

Summary of Changes:

The endorsement adds a definition of "fungi".

The endorsement clarifies that the injury must arise out of one or more offenses committed during the policy period.

The endorsement provides a more precise definition of personal injury.

The references to wrongful entry and wrongful eviction have been clarified to refer to a room, dwelling, or premises if the offense is committed by or on behalf of the owner, landlord, or lessor of such room, dwelling, or premises.

The references to libel, slander, and invasion of privacy have been clarified to refer to oral or written publication of material, including electronic publication. Reference to defamation of character has been omitted, while reference to disparagement of a person's or organization's goods, products, or services has been added. Given the precise definition of personal injury, the proposed endorsement no longer addresses communicable disease or sexual molestation.

The endorsement explicitly states that coverage is provided for the defense of a suit seeking damages for personal injury. Such coverage includes making investigations and settling claims or suits. The obligation to settle or provide a defense ends after the company has paid an amount equal to the limit as a result of a judgment or settlement.

The endorsement deletes and replaces the incidental liability coverage for Loss Assessment to specifically address assessments that are levied as a result of personal injury.

The limit applicable to loss assessments levied as a result of personal injury applies to all assessments levied during the policy period as a result of personal injury to any one person or organization and applies regardless of the number of assessments levied or offenses committed.

The endorsement adds an exclusion that applies to personal injury arising out of an act committed by or directed by an insured who knew that the act would violate the rights of another.

The endorsement refers to the commission of a criminal act, rather than the violation of a law or ordinance. Under the endorsement, the business exclusion applicable to personal injury corresponds to the business exclusion applicable to bodily injury and property damage under the proposed policy forms.

The exceptions to the business exclusion correspond to the exceptions to the business exclusion applicable to bodily injury and property damage under the policy form to which this endorsement is attached.

The business exclusion does not apply to the rental or holding for rental of farm premises that are either described on the schedule of the farm liability coverage endorsement or that are newly acquired farm premises when the farm liability endorsement is attached to the policy.

The exception to the business exclusion that addresses the business activities of an insured under the age of 21 years corresponds to the exception to business exclusion applicable to bodily injury and property damage under the policy form.

The form specifies that the incidental "business" activities of an "insured" with respect to this Personal Injury Coverage, incidental "business" activities means babysitting, caddying, lawn care, newspaper delivery, and other similar activities.

The intra-family exclusion corresponds to the intra-family exclusion applicable to bodily injury that is included in the base policy form. In addition, with respect to personal injury, the exclusion also applies to a claim or suit against an insured seeking reimbursement of or contribution toward damages for which another may be liable.

The endorsement adds an exclusion for pollutants, fungi and lead.

An exclusion for personal injury arising out of electronic chat rooms, bulletin boards, gripe sites, social networking sites, or other forums that an insured hosts, owns, or has the control or authority to update has been added. No coverage for personal injury arising out of content posted by others to such a forum is provided, however, coverage does apply to personal injury arising out of content that an insured posts or provides for others to post.

The endorsement excludes coverage for clean-up and related costs with respect to pollutants, bacteria, fungi, wet and dry rot, and lead.

The endorsement states that the limit applies to all personal injury to any one person or organization, regardless of the number of offenses committed during the policy period.

Severability -- The Personal Injury Coverage provided by this endorsement applies separately to each "insured", but this does not increase the "limit" that applies to "personal injury" to any one person or organization.

The provision in the underlying proposed forms indicating that the policy covers only losses that occur during the policy period is deleted with respect to personal injury coverage. Personal injury coverage applies to offenses committed during the policy period.