

FORMS – FILED AND IMPLEMENTED

JULY 18, 2019

COMMERCIAL LINES

LI-CL-2019-031

NEW HAMPSHIRE REVISED ENDORSEMENTS CONCERNING AUTOS AND MOBILE EQUIPMENT FILED AND TO BE IMPLEMENTED

KEY MESSAGE

Revisions made to various Commercial Lines endorsements related to autos and mobile equipment filed and to be implemented.

Effective Date: 2/1/2020

Filing ID: CL-2019-OME1

Applicable Lines: BP, CA, CU, FR, GL

BACKGROUND

We have had numerous discussions with the New Hampshire Department of Insurance regarding provisions concerning autos and mobile equipment.

ISO ACTION

As a result of discussions with the New Hampshire Department of Insurance, we have amended the definitions of "auto" and "mobile equipment," revised related exclusions and addressed farm equipment that operates with a farm tractor registration in several forms. Also, per comments from the New Hampshire Department of Insurance related to filing GL-2018-OFR18, we are replacing several New Hampshire-specific endorsements with multistate endorsements.

Refer to the attached explanatory material for complete details about the filing.

INSURANCE DEPARTMENT ACTION

The New Hampshire Department of Insurance has acknowledged this revision as filed.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies **written** on or after February 1, 2020.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number [CL-2019-OME1](#), not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- A new edition date of existing form numbers is being introduced.
- Forms are being withdrawn.
- New forms are being introduced.

POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2018-044](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 2-20 (or the earliest possible subsequent date), along with any new and/or revised forms.

RELATED RULES REVISION

We are announcing in a separate circular the implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

REFERENCE(S)

- [LI-CL-2019-032](#) (07/18/2019) New Hampshire Rules Revision Concerning Autos And Mobile Equipment To Be Implemented
- [LI-CL-2018-044](#) (11/27/2018) Revised Lead Time Requirements Listing

ATTACHMENT(S)

- Filing CL-2019-OME1
 - Final copies of New Hampshire endorsements
-

COPYRIGHT EXPLANATION

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file, or use same in any manner without the written permission of the copyright owner. Permission is hereby granted to members, subscribers, and service purchasers to reprint, copy, or otherwise use the enclosed material for purposes of their own business use relating to that territory or line or kind of insurance, or subdivision thereof, for which they participate, provided that:

- (A) Where ISO copyrighted material is reprinted, copied, or otherwise used **as a whole**, it must reflect the copyright notice actually shown on such material.
 - (B) Where ISO copyrighted material is reprinted, copied, or otherwise used **in part**, the following credit legend must appear at the bottom of each page so used:
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
-

CONTACT INFORMATION

If you have any questions concerning:

- The content of this circular, please contact:
Raymond Bekeris
Compliance & Product Services – Liability
201-469-2718
Raymond.Bekeris@verisk.com
- Other issues for this circular, please contact Customer Support:
E-mail: info@verisk.com
Phone: 800-888-4476

Callers outside the United States, Canada, and the Caribbean may contact us using our global toll-free number (International Access Code + 800 48977489). For information on all ISO products, visit us at www.verisk.com/iso. To keep abreast of the latest Insurance Lines Services updates, view www.verisk.com/ils.

New Hampshire Forms Revisions Related to Autos and Mobile Equipment

Applicable Lines of Business

This filing applies to the following lines of business:

- ◆ Businessowners
- ◆ Commercial Auto
- ◆ Commercial General Liability
- ◆ Commercial Liability Umbrella
- ◆ Farm

About This Filing

We are revising provisions related to autos and mobile equipment in numerous New Hampshire endorsements.

Revised Forms

We are revising the following forms:

- ◆ BP 01 13 01 19 New Hampshire Changes
- ◆ CA 01 11 11 17 New Hampshire Changes In Policy
- ◆ CG 01 02 04 13 New Hampshire Changes
- ◆ CG 01 12 06 15 New Hampshire Changes
- ◆ CG 01 14 04 13 New Hampshire Changes
- ◆ CG 01 17 06 15 New Hampshire - Volunteer Workers As Insureds Exclusion
- ◆ CG 01 19 04 17 New Hampshire Changes – Principals Protective Liability Coverage
- ◆ CG 01 70 06 15 New Hampshire Employees And Volunteer Workers As Insureds Exclusion
- ◆ CU 01 96 11 08 New Hampshire Changes
- ◆ FB 01 17 09 10 New Hampshire Changes

- ◆ FB 04 97 09 10 New Hampshire Changes – Farm Premises And Personal Umbrella Liability
- ◆ FE 01 30 01 11 New Hampshire Changes
- ◆ FP 01 28 01 19 New Hampshire Changes

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 12 19 editions. Concurrent with implementation, the 12 19 editions will supersede the prior editions.

New Form(s)

We are introducing the following form(s):

- ◆ BP 07 76 07 13 Apartment Buildings – Loss Or Damage To Tenants' Autos (Legal Liability Coverage)
- ◆ BP 07 79 07 13 Restaurants – Loss Or Damage To Customers' Auto (Legal Liability Coverage)
- ◆ CG 21 41 12 19 Exclusion – Intercompany Products Suits
- ◆ CU 21 08 12 19 Exclusion – Intercompany Products Suits
- ◆ CU 21 26 04 13 Exclusion – Cross Suits Liability

Withdrawn Form(s)

We are withdrawing the following form(s):

- ◆ BP 07 93 07 13 New Hampshire – Apartment Buildings – Loss Or Damage To Tenants' Autos (Legal Liability Coverage)
- ◆ BP 07 94 07 13 New Hampshire – Restaurants – Loss Or Damage To Customers' Autos (Legal Liability Coverage)
- ◆ CG 26 60 12 19 New Hampshire Changes – Limited Exclusion – Intercompany Products Suits
- ◆ CU 26 20 12 19 New Hampshire Changes – Limited Exclusion – Intercompany Products Suits
- ◆ CU 26 25 04 13 New Hampshire Changes – Limited Exclusion – Cross Suits Liability

Related Filing(s)

- ◆ CL-2019-ORU1

Background

In 2003, we submitted multistate Commercial General Liability and Commercial Auto revisions modifying, in part, the definitions of "mobile equipment" and "auto" in New Hampshire under filing designations GL-2003-OFR03 and CA-2005-OFR01. Subsequently, after numerous discussions with the New Hampshire Department of Insurance (DOI), we withdrew filings GL-2003-OFR03 and CA-2005-OFR01.

In 2008, under filing designations GL-2008-OFR03 and CA-2008-OFR01 we re-filed the previously withdrawn GL-2003-OFR03 and CA-2005-OFR01 filings that, in part, revised several provisions to maintain the same level of coverage for "autos" and "mobile equipment" that had existed at the time in New Hampshire.

In 2016, we had additional discussions with the DOI regarding Commercial General Liability endorsement CG 01 12 and how mobile equipment is addressed under RSA 259:60, 259:61 & 264:14. The DOI requested we delete Paragraph **C.4.** from CG 01 12, which modifies Section II - Who Is An Insured of the Commercial General Liability Coverage Part. Additionally, the DOI made the following comments:

"...CG 01 12 is specific to General Liability. Mobile Equipment or any vehicle that is licensed and registered for road use (RSA 259:60) is considered a motor vehicle, and coverage is supplied under a motor vehicle policy RSA 259:61 & RSA 264:14..."

...Any conveyance not registered for public road use, must be covered under a commercial general liability policy. Any conveyance that is registered for use on public roads is a motor vehicle and if coverage is purchased (Motor vehicle liability insurance is not mandatory) must be provided under a motor vehicle liability policy..."

Consequently, we provided preliminary revisions to CG 01 12 and Commercial Auto endorsement CA 01 11 to respond to the DOI's comments and also make additional revisions as a result of our review of related New Hampshire laws. Similar language was also incorporated into our Home Healthcare program in New Hampshire, which was subsequently approved. As the proposed revisions have now been approved in Home Healthcare, we are incorporating these revisions, where applicable, in other Commercial Lines.

Explanation of Changes

Per the DOI's request, we have removed Paragraph **C.4.** from CG 01 12. In addition, we are making the following revisions to CG 01 12 in response to the DOI's comments and our review of related New Hampshire laws:

- We are revising the definition of "auto" as follows:
"Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
- We are adding the following to the definition of "mobile equipment":
However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

We are revising Paragraphs A. and B. of CG 01 12 as follows:

"Bodily injury" or "property damage" arising out of:

- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or
- (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (iii) Any tractor with a farm tractor registration.

New paragraphs (i) and (iii) above are additional exceptions addressing situations in which the **Aircraft, Auto or Watercraft** exclusion does not apply. Paragraph (i) is similar to an exception in the Commercial General Liability Coverage Forms, except that it incorporates language employed in the revised "auto" and "mobile equipment" definitions in CG 01 12. Paragraph (iii) addresses "any tractor with a farm tractor registration" in response to the following subsection of RSA 259:61:

IV. The minimum coverage requirements described in paragraphs I and II and in RSA 264:15 and RSA 264:16 shall not apply to any tractor with a farm tractor registration if an insured, at the insured's election, purchases a liability policy other than a motor vehicle policy to cover the tractor.

We are making revisions similar to those described above, where appropriate, to the other endorsements contained in this filing.

We are also taking this opportunity to revise endorsement CG 01 17 to track with recent revisions made to corresponding multistate endorsement CG 21 66 as part of filing GL-2018-OFR18. CG 01 17 applies in lieu of multistate endorsement CG 21 66 in New Hampshire.

New Hampshire Changes endorsement BP 01 13 is being amended in this filing to, in part, add the following under Paragraph B.3.: “If endorsement **BP 07 76** or **BP 07 79** is attached to the policy, Paragraph **B.2.2.** of this endorsement does not apply with respect to the coverage provided by endorsement **BP 07 76** or **BP 07 79.**” This enables the withdrawal of New Hampshire specific endorsements BP 07 93 and BP 07 94 in favor of the multistate endorsements as referenced in Paragraph B.3. of BP 01 13.

CG 21 41 Exclusion – Intercompany Products Suits

CG 26 60 New Hampshire Changes – Limited Exclusion – Intercompany Products Suits

CU 21 08 Exclusion – Intercompany Products Suits

CU 26 20 New Hampshire Changes – Limited Exclusion – Intercompany Products Suits

CU 21 26 Exclusion – Cross Suits Liability

CU 26 25 New Hampshire Changes – Limited Exclusion – Cross Suits Liability

In connection with filing GL-2018-OFR18, the New Hampshire Department Of Insurance advised, related to proposed changes to CG 26 60, “. . . we wish to point out that the statute requiring coverage for intrafamily or inter-spousal claims applies only to personal liability policies and not to commercial liability policies” and cited RSA 412:5 II. Therefore, we are taking this opportunity to replace CG 26 60 with multistate endorsement CG 21 41. For similar reasons, we are also replacing CU 26 60 with multistate endorsement CU 21 08 and CU 26 25 with multistate endorsement CU 21 26.

Copyright Explanation

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file or use same in any manner without the written permission of the copyright owner.

Important Note

Insurance Services Office, Inc. (ISO) makes available advisory services to property/casualty insurers. ISO has no adherence requirements. ISO policy

forms and explanatory materials are intended solely for the information and use of ISO's participating insurers and their representatives, and insurance regulators. Neither ISO's general explanations of policy intent nor opinions expressed by ISO's staff necessarily reflect every insurer's view or control any insurer's determination of coverage for a specific claim. ISO does not intercede in coverage disputes arising from insurance policies. If there is any conflict between a form and any other part of the attached material, the provisions of the form apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**APARTMENT BUILDINGS – LOSS OR
DAMAGE TO TENANTS' AUTOS
(LEGAL LIABILITY COVERAGE)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** This endorsement provides coverage only for each premises described in the Declarations for which a Limit of Insurance and a premium are shown for Loss Or Damage To Tenants' Autos.
- B.** The following is added to Paragraph **A. Coverages of Section I – Property: Loss Or Damage To Tenants' Autos (Legal Liability Coverage)**
We will pay all sums you legally must pay as damages for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of tenants or other invitees while the "autos" are at a premises shown in the Declarations. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss will only be for the account of the owner of the "auto".
- C.** As used in this endorsement, Covered Cause of Loss means any loss or damage not specifically excluded in Paragraph **E.** of this endorsement.
- D.** We have the right and duty to defend any insured under this endorsement against a suit seeking these damages. However, we have no duty to defend the insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our right and duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.

- E.** This insurance does not apply to:
 - 1. Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage (including any resulting loss of use) to "autos" left in your care.
 - 2. Loss or damage due to theft or conversion caused in any way by you or any other insured.
- F.** The following are insureds under this endorsement:
 - 1. You.
 - 2. Your partners, executive officers and employees (including temporary or leased employees).
- G.** In addition to the Limit of Insurance, we will pay for the insured:
 - 1. All expenses we incur.
 - 2. The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - 3. 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 up to \$250 a day because of time off from work.
 - 4. All costs taxed against the insured in a suit.
 - 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Insurance.

N
E
W

H. For the coverage provided by this endorsement, Paragraph C. **Limits Of Insurance** and Paragraph D. **Deductibles** under **Section I – Property** are replaced by the following:

Limits Of Insurance And Deductible

1. Regardless of the number of "autos" left in your care, custody or control, the most we will pay for all loss or damage at each premises in any one event is the Limit Of Insurance shown in the Declarations minus the applicable deductibles for loss or damage caused by collision, theft or mischief or vandalism.

2. The maximum deductible stated in the Declarations for loss or damage from any cause other than collision of an "auto" is the most that will be deducted for all loss or damage in any one event caused by theft or mischief or vandalism.

I. As used in this endorsement, "auto" means a land motor vehicle, trailer or semitrailer.

N

E

W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RESTAURANTS – LOSS OR DAMAGE TO
CUSTOMERS' AUTOS (LEGAL LIABILITY COVERAGE)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** This endorsement provides coverage only for those premises described in the Declarations for which a Limit of Insurance and a premium are shown for Loss Or Damage To Customers' Autos.
- B.** The following is added to Paragraph **A. Coverages of Section I – Property: Loss Or Damage To Customers' Autos (Legal Liability Coverage)**
We will pay all sums you legally must pay as damages for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of customers or other invitees left in your care, custody or control while you are attending or operating the "autos" at or temporarily away from a premises shown in the Declarations. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss or damage will only be for the account of the owner of the "auto".
- C.** As used in this endorsement, Covered Cause of Loss means any loss or damage not specifically excluded in Paragraph **E.** of this endorsement.
- D.** We have the right and duty to defend any insured under this endorsement against a suit seeking these damages. However, we have no duty to defend the insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our right and duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.

- E.** This insurance does not apply to:
 - 1. Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage (including any resulting loss of use) to "autos" left in your care.
 - 2. Loss or damage due to theft or conversion caused in any way by you or any other insured.
- F.** The following are insureds under this endorsement:
 - 1. You.
 - 2. Your partners, executive officers and employees (including temporary or leased employees).
- G.** In addition to the Limit of Insurance, we will pay for the insured:
 - 1. All expenses we incur.
 - 2. The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - 3. 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 up to \$250 a day because of time off from work.
 - 4. All costs taxed against the insured in a suit.
 - 5. Prejudgment 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 prejudgment interest based on that period of time after the offer.

N
E
W

- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- H. For the coverage provided by this endorsement, Paragraph **C. Limits Of Insurance** and Paragraph **D. Deductibles** under **Section I – Property** are replaced by the following:
 - 1. Regardless of the number of "autos" left in your care, custody or control, the most we will pay for all loss or damage at each premises in any one event is the Limit Of Insurance shown in the Declarations minus the applicable deductibles for loss or damage caused by collision, theft or mischief or vandalism.
 - 2. The maximum deductible stated in the Declarations for loss or damage from any cause other than collision of an "auto" is the most that will be deducted for all loss or damage in any one event caused by theft or mischief or vandalism.
- I. As used in this endorsement, "auto" means a land motor vehicle, trailer or semitrailer.

Limits Of Insurance And Deductible

N
E
W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim made or "suit" brought for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

N

E

W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any claim made or "suit" brought for damages by any Named Insured under this Policy against another Named Insured under this Policy because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

N

E

W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "bodily injury" or "property damage".

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "personal and advertising injury".

N

E

W

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
INFORMATION SECURITY PROTECTION ENDORSEMENT

SCHEDULE

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following are added to Section I – Property:

1. Other Insurance On Buildings

- a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Property Limit of Insurance for this Policy, is limited to the amount shown in the Schedule or in the Declarations as applicable to this Endorsement.

b. Buildings Insured For A Specified Amount

If there is other insurance that covers buildings insured for a specified amount at the premises described in the Declarations, the following applies with respect to loss or damage to buildings and supersedes any provision to the contrary:

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, subject to the following:

- (1) If a covered building insured for a specified amount is totally destroyed by fire or lightning, we will not pay more than the least of the following:
 - (a) The Limit of Insurance shown in the Declarations applicable to such building; or

- (b) The difference between the Total Limit of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance; and

(2) If a covered building insured for a specified amount is:

- (a) Partially destroyed by fire or lightning; or
- (b) Totally or partially destroyed by any covered cause of loss other than fire or lightning;

then we will not pay more than the least of the following:

- (i) The Limit of Insurance shown in the Declarations applicable to such building;
- (ii) The difference between the actual loss sustained and the amount due from that other insurance; or
- (iii) The difference between the Total Limit of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance.

R

E

V

I

S

E

D

2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

B. Section II – Liability is amended as follows:

1. Paragraph 1.g.(5) under Paragraph B. Exclusions is replaced by the following:

"Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (c) Any tractor with a farm tractor registration.

Paragraph B.1.g. Exclusions is replaced by the following:

~~g. Aircraft, Auto Or Watercraft~~

~~"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".~~

~~This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.~~

~~This exclusion does not apply to:~~

- ~~(1) A watercraft while ashore on premises you own or rent;~~
- ~~(2) A watercraft you do not own that is:

 - ~~(a) Less than 51 feet long; and~~
 - ~~(b) Not being used to carry persons or property for a charge;~~~~
- ~~(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;~~
- ~~(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or~~
- ~~(5) "Bodily injury" or "property damage" arising out of the operation of any of the following equipment:

 - ~~(a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and~~~~

R
E
V
I
S
E
D

~~(b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.~~

~~2. The following paragraph is added to Paragraph C. Who Is An Insured:~~

~~3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:~~

~~a. "Bodily injury" to a co-"employee" of the person driving the equipment; or~~

~~b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.~~

~~32. The definition of "auto" in Paragraph F.2. Liability And Medical Expenses Definitions is replaced by the following:~~

~~2. "Auto" means:~~

~~a. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or-~~

~~b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.~~

~~But However, "auto" does not include "mobile equipment".~~

~~3. If Endorsement BP 07 76 or BP 07 79 is attached to the Policy, Paragraph B.2.2. of this Endorsement does not apply with respect to the coverage provided by Endorsement BP 07 76 or BP 07 79.~~

4. The definition of "mobile equipment" in Paragraph F.12. Liability And Medical Expenses Definitions is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

R
E
V
I
S
E
D

- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

C. Paragraph C. Concealment, Misrepresentation Or Fraud in Section III – Common Policy Conditions is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

We do not provide coverage to one or more insureds who, at any time:

- 1. Intentionally concealed or misrepresented a material fact;
 - 2. Engaged in fraudulent conduct; or
 - 3. Made a false statement;
- relating to this insurance.

D. The following provisions apply except when Paragraph G. of this Endorsement applies:

Paragraphs **A.2.** and **A.3. Cancellation in Section III – Common Policy Conditions** are replaced by the following:

2.a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of the cancellation if:
 - (a) We cancel for nonpayment of premium;
 - (b) We cancel for substantial increase in hazard; or
 - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this eEndorsement does not apply.

b. If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or
- (3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

E. Paragraph A.6. Cancellation of Section III – Common Policy Conditions is deleted.

F. The following paragraph is added to Section III – Common Policy Conditions and supersedes any provision to the contrary, except as provided in Paragraph G.:

M. Nonrenewal

- 1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- 2. However, we need not mail or physically deliver this notice if:
 - a. We manifest our willingness to renew;
 - b. We refuse to renew due to nonpayment of premium;
 - c. You do not pay any advance premium required by us for renewal; or
 - d. Any property covered in this Policy is insured under any other insurance policy.

R
E
V
I
S
E
D

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. If this Policy covers buildings or structures located in New Hampshire that:

1. Are used only for residential purposes;
2. Are owner-occupied; and
3. Contain one- to four-dwelling units;

the following provisions apply:

1. Paragraphs **A.2.** and **A.3. Cancellation** in **Section III – Common Policy Conditions** are replaced by the following:

2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

2. The following is added to Paragraph **A. Cancellation**:

1. If this Policy:

- a. Has been in effect for 90 days or more; or
- b. Is a renewal of a policy we issued:

We will cancel this Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this Policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation. Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

3. The following is added to **Section III – Common Policy Conditions**:

M. Nonrenewal

We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

1. 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
2. 45 days before the expiration date of the Policy if we refuse to renew for any other reason.

If notice is mailed, proof of mailing will be sufficient proof of notice.

H. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

Paragraph **N. Extended Reporting Periods** is replaced by the following:

N. Extended Reporting Periods

For the purposes of the coverage provided by this Endorsement under Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**, the following are added to Paragraph **E. Liability And Medical Expenses General Conditions** of **Section II – Liability**:

1. Basic Extended Reporting Period

a. A Basic Extended Reporting Period is automatically provided without additional charge if:

- (1) This Endorsement is cancelled or not renewed by either us or you for any reason; or
- (2) We renew or replace this Endorsement with insurance that:

(a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or

R
E
V
I
S
E
D

- (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d.** Security Breach Liability or **g.** Web Site Publishing Liability. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
 - b. The Basic Extended Reporting Period starts with the end of the "policy period" and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the "policy period". However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".
 - c. The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - (1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
 - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".
- 2. Supplemental Extended Reporting Period**
- a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:
 - (1) This Endorsement is cancelled or not renewed for any reason; or

- (2) We renew or replace this Endorsement with insurance that:
 - (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d.** Security Breach Liability or **g.** Web Site Publishing Liability. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or
 - (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d.** Security Breach Liability or **g.** Web Site Publishing Liability. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
- b. A Supplemental Extended Reporting Period, as specified in Paragraph **a.**, lasts one year and is available only for an additional premium.
- c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph **1.** It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
 - (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
 - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".

R
E
V
I
S
E
D

- d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first.
- e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this Endorsement within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
- f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limit of Insurance available under this Endorsement for future payment of damages; and
 - (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.

3. Basic And Supplemental Extended Reporting Period Limits

a. Basic Extended Reporting Period Limit

There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period. The Limit of Insurance available during the Basic Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the "policy period".

b. Supplemental Extended Reporting Period Limit

There is no separate or additional Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The Limit of Insurance available during the Supplemental Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the Basic Extended Reporting Period.

1. Paragraph 2. of Condition J. Premium Audit of Section III – Common Policy Conditions is replaced by the following:

- 2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph D. Examination Of Your Books And Records in Section III – Common Policy Conditions continues to apply.

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES IN POLICY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Hampshire, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

PART I – STATUTORY CHANGES

A. Part I of this endorsement changes the Covered Autos Liability Coverage of the Coverage Part. These changes are made to comply with Chapter 264 of the New Hampshire Revised Statutes.

B. Changes In Covered Autos Liability Coverage

1. For "auto" "accidents" occurring within the coverage territory, Covered Autos Liability Coverage on a covered "auto" applies to the operation of (or presence in) any other "auto". The following are "insureds":
 - a. You, if you are an individual and the owner of a covered "auto" (or if spouses, either or both of whom own the covered "auto").
 - b. Any person related to you by marriage, blood, or adoption, if a resident of your household.
 - c. Any domestic servant, while engaged in employment by:
 - (1) You; or
 - (2) Any person related to you by marriage, blood, or adoption, if a resident of your household.

The coverage applies only if the other "auto" is not owned by you, any person related to you by marriage, blood, or adoption, if a resident of your household or the domestic servant.

2. Covered Autos Liability Coverage provided by Part I of this endorsement is excess to any other collectible liability coverage.

3. The limit of liability for the coverage provided by Part I of this endorsement is the limit of liability required by the New Hampshire Financial Responsibility Law. The limit does not apply in addition to the limit of liability provided by the Coverage Part for use of "autos" you don't own.

PART II – ADDITIONAL CHANGES

A. Paragraph A. Description Of Covered Auto Designation Symbols of Section I – Covered Autos in the Business Auto and Motor Carrier Coverage Forms is amended as follows:

1. The description for Symbol 19 under the Business Auto Coverage Form is replaced by the following:

Symbol 19 – Mobile Equipment Subject To Registration For Use On Public Roads Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to registration for use on public roads where they are licensed or principally garaged.

2. The description for ~~and~~ Symbol 79 under the Motor Carrier Coverage Form ~~designating Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only do not apply~~ is replaced by the following:

Symbol 79 – "Mobile Equipment" Subject To Registration For Use On Public Roads Only

R

E

V

I

S

E

D

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to registration for use on public roads where they are licensed or principally garaged.

B. Changes In Covered Autos Liability Coverage

1. The **Who Is An Insured** provision is replaced by the following in the Business Auto and Motor Carrier Coverage Forms:

Who Is An Insured

The following are "insureds":

- a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.
 - (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership) or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.

2. The **Who Is An Insured** provision is replaced by the following in the Auto Dealers Coverage Form:

Who Is An Insured

The following are "insureds":

- a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".

- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.
- (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership) or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.
- d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

3. The **Care, Custody Or Control** Exclusion relating to property owned or transported by the "insured", or in the "insured's" care, custody or control, does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

4. The **Leased Autos** Exclusion in the Auto Dealers Coverage Form is replaced by the following:

Leased Autos

Any covered "auto" while leased to others.

5. The **Operations** Exclusion in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. ~~a~~Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

R
E
V
I
S
E
D

b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged.

6. The following exclusion is added:

This insurance does not apply to:

Any "insured" for "bodily injury" or "property damage" arising out of the operation of any vehicle by that "insured" and while that "insured's" driver's license is under suspension or revocation.

However, this exclusion does not apply:

- a. For amounts up to the minimum limits of liability required by the New Hampshire Financial Responsibility Law; or
- b. If the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

7. The last paragraph in **C. Limit Of Insurance** in the Business Auto and Motor Carrier Coverage Forms and the last paragraph in **5. Limit Of Insurance – Covered Autos Liability** in the Auto Dealers Coverage Form are replaced by the following:

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

C. Changes In Physical Damage Coverage

- 1. If the Coverage Part provides Comprehensive Coverage, no deductible applies to "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto".
- 2. Any Collision Coverage Deductible shown in the Declarations does not apply if the "loss" is caused by an "uninsured motor vehicle" and the operator of the "uninsured motor vehicle" has been positively identified and is solely at fault.

D. Changes In Auto Medical Payments Coverage

1. Exclusion **C.2.** is replaced by the following:

This insurance does not apply to:

- 2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by you or furnished or available for your regular use.

2. Exclusion **C.3.** is replaced by the following:

This insurance does not apply to:

- 3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by or furnished or available for the regular use of any "family member".

3. Exclusion **C.5.** relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" applies only if workers' compensation benefits are available or required.

4. The following exclusion is added:

This insurance does not apply to:

"Bodily injury" sustained by an "insured":

- a. While that "insured" is operating any "auto"; and
- b. While that "insured's" driver's license is suspended or revoked.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Paragraph **C. Limit Of Insurance** is replaced by the following:

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

R
E
V
I
S
E
D

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and a health insurance policy.

6. The following condition is added:

Assignment Of Benefits

Auto Medical Payments Coverage shall not be assignable to any health care provider.

E. Changes In General Conditions

1. Paragraph **5.c.** of the **Other Insurance** provision in the Business Auto and Auto Dealers Coverage Forms is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph **c.** does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".

2. Paragraph **5.g.** of the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form is replaced by the following:

g. Regardless of the provisions of Paragraphs **a., b., c., d.** and **e.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph **g.** does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".

3. The **Premium Audit** provision is amended to add the following:

An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy or anniversary date, if this is a continuous policy or a policy written for a term longer than one year, provided that there is no bona fide dispute.

The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Except as provided above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

F. Changes In Definitions

1. As used in this endorsement:

"Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle, "trailer" or semitrailer for which a liability bond or policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:

(1) Less than the limit of liability for this coverage; or

(2) Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as a result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

R
E
V
I
S
E
D

- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.

2. The following definitions replace those contained in the Business Auto and Motor Carrier Coverage Forms:

a. The definition of "auto" is replaced by the following:

"Auto" means:

- 1. ~~Any~~ land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

~~but~~ However, "auto" does not include "mobile equipment".

b. The definition of "mobile equipment" is replaced by the following:

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- (1.) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (2.) Vehicles maintained for use solely on or next to premises you own or rent;
- (3.) Vehicles that travel on crawler treads;
- (4.) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (a.) Power cranes, shovels, loaders, diggers or drills; or
 - (b.) Road construction or resurfacing equipment such as graders, scrapers or rollers;

(5.) Vehicles not described in Paragraph (1.), (2.), (3.) or (4.) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(a.) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(b.) Cherry pickers and similar devices used to raise or lower workers; or

(6.) Vehicles not described in Paragraph (1.), (2.), (3.) or (4.) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(a.) Equipment designed primarily for:

(i) Snow removal;

(ii) Road maintenance, but not construction or resurfacing; or

(iii) Street cleaning;

(b.) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(c.) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles that are subject to registration for use on public roads are considered "autos".

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definitions of "auto" and "mobile equipment" in the **Definitions** section are replaced by the following:

1. "Auto" means:

~~a. A~~ a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

~~But~~ However,—"auto" does not include "mobile equipment".

2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment, such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

R

E

V

I

S

E

D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. If Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51** is attached to the Policy, Paragraph **A.2.g.(2)(e)** of Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51**, whichever is attached, is replaced by the following:

"Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

(ii) ~~†~~The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or-

(iii) Any tractor with a farm tractor registration.

B. If Paragraph **A.** of this endorsement does not apply, Paragraph **g.(5)** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

"Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

(b) ~~†~~The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or-

(c) Any tractor with a farm tractor registration.

C. If Endorsement **CG 22 71** or **CG 22 72** is attached to the Policy, Paragraphs **A.** and **B.** of this endorsement do not apply with respect to the transportation of students related to the operation of any college or school by you or on your behalf. ~~The following paragraph is added to Section II – Who Is An Insured:~~

~~4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:~~

~~a. "Bodily injury" to a co-"employee" of the person driving the equipment; or~~

~~b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.~~

D. The definitions of "auto" and "mobile equipment" in the **Definitions** section are replaced by the following:

1. "Auto" means:

a. ~~a~~A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or-

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

~~But~~However, ~~-~~"auto" does not include "mobile equipment".

R
E
V
I
S
E
D

2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE PART

A. Aircraft, Auto, Rolling Stock Or Watercraft
Exclusion of **Section I – Pollution Liability Coverage** is replaced by the following:

Aircraft, Auto, Rolling Stock Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "pollution incident" which caused the "bodily injury", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured; or

- (2) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

(b) "Bodily injury" or "property damage" arising out of the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or-

(c) Any tractor with a farm tractor registration.

B. The definitions of "auto" and "mobile equipment" in the Definitions section are replaced by the following:

1. "Auto" means:

a. ~~a~~ A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or-

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

~~But~~ However, "auto" does not include "mobile equipment".

2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

R

E

V

I

S

E

D

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE – VOLUNTEER WORKERS AS INSURED'S EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, the following exclusion is added to Paragraph 2. **Exclusions under Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Volunteer Workers

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft operated by any "volunteer worker" ~~in the course of his or her employment by the insured~~ or while performing duties related to the conduct of the insured's business. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is operated by any "volunteer worker".

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft you do not own that is:
 - a. Less than 26 feet long; and
 - b. Not being used to carry persons or property for a charge;

3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "volunteer workers" or any "volunteer worker" of the insured;

4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5. "Bodily injury" or "property damage" arising out of:

a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

b. ~~†~~The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or-

c. Any tractor with a farm tractor registration.

- B. If Paragraph A. does not apply, Exclusion 2.g. **Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft:

- (1) Owned or operated by or rented or loaned to any insured; or

R
E
V
I
S
E
D

- (2) Operated by any "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured or operated by any "volunteer worker".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "volunteer workers" or any "volunteer workers" of the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

~~(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or-~~

~~(c) Any tractor with a farm tractor registration.~~

C. Paragraph 2.a. of Section I – Coverage C – Medical Payments is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

D. Paragraphs 2.a. and 2.b. of Section II – Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" or while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;

R
E
V
I
S
E
D

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by; or

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – PRINCIPALS PROTECTIVE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs **1.a.** and **1.b.** of **Insuring Agreement** in **Section I – Coverages** are replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" sustained by any one person:

- (1) Coverage **A** while engaged as an independent contractor, or as an "employee" of an independent contractor, performing operations for you; or
- (2) Coverage **B** arising out of the activities of any independent contractor or of any "employee" of an independent contractor, while engaged in operations for you.

All persons engaged in the operations to which this insurance applies are deemed independent contractors or "employees" of independent contractors.

We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

b. This insurance applies to "bodily injury" only if:

- (1) The "bodily injury" is caused by an "occurrence"; and
- (2) The "bodily injury" occurs during the policy period.

B. Paragraph **2. Exclusions** in **Section I – Coverages** is replaced by the following:

2. Exclusions

a. Coverages **A** and **B** do not apply to:

(1) Expected Or Intended Injury

"Bodily injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

(2) Pollution

"Bodily injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (ii) "Bodily injury" arising out of heat, smoke or fumes from a "hostile fire";

R

E

V

I

S

E

D

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or

(iii) "Bodily injury" arising out of heat, smoke or fumes from a "hostile fire".

b. Coverage A does not apply:

- (1) If you fail to maintain Workers' Compensation Insurance for your business operations.
- (2) To "bodily injury" arising out of the violation of any statute, ordinance or regulation by any insured.
- (3) If you are entitled to recover damages under another contract or agreement.

c. Coverage B does not apply:

- (1) To "bodily injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 26 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e) "Bodily injury" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V); or

(iii) Any tractor with a farm tractor registration.

R
E
V
I
S
E
D

- (2) To "bodily injury" arising out of:
 - (a) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (b) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

- (3) To "bodily injury" to:
 - (a) An "employee" of the insured arising out of and in the course of:
 - (i) Employment by the insured; or
 - (ii) Performing duties related to the conduct of the insured's business; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) 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 the insured under an "insured contract".

- (4) To any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

C. Conditions 8., 9. and 10. of Section IV – Conditions are replaced by the following:

8. Other Insurance

Coverage A

The insurance afforded by this Coverage Part applies only if the loss is not covered by the insured's Workers' Compensation Insurance.

Coverage B

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you.

9. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

10. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph b., Condition 5. **Examination Of Your Books And Records of Section IV – Conditions** continues to apply.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

D. The following conditions are added to Section IV – Conditions:

14. Representations

- a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
- b. Any intentional:
 - (1) Misrepresentation;
 - (2) Omission;
 - (3) Concealment; or
 - (4) Misstatement of a material fact; in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

R
E
V
I
S
E
D

15. When Independent Contractor Is Designated

If an independent contractor is designated in the Declarations of this Policy, this insurance applies only to "bodily injury" arising out of the activities of, or sustained by that designated independent contractor and the "employee" of such independent contractor.

- E. All references to "contractor" contained in any condition are deleted.
- F. Definitions 3., 4., 9. and 11. in Section V – Definitions do not apply.
- G. The following definition is added:
"Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- H. All references to "property damage" are deleted.

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE EMPLOYEES AND VOLUNTEER WORKERS AS INSURED'S EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, the following exclusion is added to Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

Employees And Volunteer Workers

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is operated by any "employee" or "volunteer worker".

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft you do not own that is:
 - a. Less than 26 feet long; and
 - b. Not being used to carry persons or property for a charge;
3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "employees" or "volunteer workers" or any "employee" or "volunteer worker" of the insured;

4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5. "Bodily injury" or "property damage" arising out of:

- a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or
- b. ~~§~~The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or-
- c. Any tractor with a farm tractor registration.

- B.** If Paragraph **A.** does not apply, Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft:

- (1) Owned or operated by or rented or loaned to any insured; or
- (2) Operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

R
E
V
I
S
E
D

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured or operated by any "employee" or "volunteer worker".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "employees" or "volunteer workers" or any "employee" or "volunteer worker" of the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

(b) ~~†~~The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or-

(c) Any tractor with a farm tractor registration.

C. Paragraph 2.a. of Section I – Coverage C – Medical Payments is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

D. Paragraph 2.a. of Section II – Who Is An Insured does not apply.

E. Paragraph 2.b. of Section II – Who Is An Insured is replaced by the following:

b. Any person or any organization while acting as your real estate manager.

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. ~~The following is added to Paragraph 1. of Section II – Who Is An Insured:~~

~~d. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:~~

~~(1) "Bodily injury" to a co-"employee" of the person driving the equipment; or~~

~~(2) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.~~

BA. Paragraph 7. **Representations Or Fraud** of Section IV – **Conditions** is replaced by the following:

7. Representations Or Fraud

a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

b. Any intentional:

- (1) Misrepresentation;
- (2) Omission;
- (3) Concealment; or

(4) Misstatement of a material fact;

in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

c. We do not provide coverage to one or more insureds who, at any time:

- (1) Engaged in fraudulent conduct; or
- (2) Made a false statement; relating to this insurance.

CB. The definitions of "auto" and "mobile equipment" in the **Definitions** Section are replaced by the following:

1. "Auto" means:

~~a. a~~ A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or-

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

~~But~~ However, -"auto" does not include "mobile equipment".

2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

R

E

V

I

S

E

D

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FARM UMBRELLA LIABILITY POLICY

- A. Coverage H – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the ownership, maintenance, use or "loading or unloading" of motorized maintenance equipment that is:
1. Used for servicing the "insured location";
 2. Not subject to motor vehicle registration; and
 3. Designed for use principally off public roads.
- Coverage applies while the maintenance equipment is used on or off the "insured location".
- B. Exclusion 2.s. Bodily Injury To An Insured of Section I – Coverage H – Bodily Injury And Property Damage Liability** is deleted.
- C. The exclusion contained in Paragraph 2.t.(6) of Coverage H – Bodily Injury And Property Damage Liability** does not apply to "property damage" to a residence or private garage caused by a "covered auto" of the private passenger type.
- D. Exclusion 2.b.(3) Personal Injury To An Insured of Section I – Coverage I – Personal And Advertising Injury Liability** is deleted.
- E. The following exclusions only apply if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" results from an "insured's" "farming" or "business" activities:**
1. Exclusion 2.c. **Pollution of Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability;**
 2. Exclusions 2.a.(6) **Pollution** and 2.d. **Pollution Cost Or Expense of Section I – Coverages, Coverage I – Personal And Advertising Injury Liability.**
- F. Additional Condition 3. Representations of Section III – Conditions** is replaced by the following:
- 3. Representations**
- a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this policy.
 - b. Any intentional:
 - (1) Misrepresentation;
 - (2) Omission;
 - (3) Concealment; or
 - (4) Misstatement of a material fact;in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.
- G. Section IV – Definitions** is revised as follows:
1. ~~The following is added to Paragraph a. of Definition 13. "Insured":~~
 - ~~(7) With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an "insured" while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:~~
 - ~~(a) "Bodily injury" to a co-employee of the person driving the equipment; or~~

R
E
V
I
S
E
D

~~(b) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.~~

12. Paragraph **b.** of Definition **13.** "Insured" is replaced by the following:

b. With respect only to liability coverage for "bodily injury" and "property damage" that arises out of the ownership, maintenance or use of "covered autos", "insureds" under a policy of "underlying insurance" providing such coverage are also "insureds" under this ~~p~~Policy, in accordance with the provisions, exclusions and limitations of the "underlying insurance".

23. Definitions **3.** "Auto" and **17.** "Mobile Equipment" are replaced by the following:

3. "Auto" means:

a. ~~a~~ land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; ~~or-~~

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

~~But~~However,—"auto" does not include "mobile equipment".

17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – FARM PREMISES AND PERSONAL UMBRELLA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

<input type="checkbox"/> Personal Liability Coverage Applies <input type="checkbox"/> Custom Farming Liability Coverage Applies Advance Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definitions of "employee", "leased worker", "temporary worker" and "volunteer worker", as shown in Section V – Definitions of the Commercial Liability Umbrella Coverage Form, do not apply to the insurance provided under this endorsement.

SECTION I – PREMISES, OPERATIONS AND PRODUCTS LIABILITY COVERAGE

Subject to the provisions of this endorsement, insurance under the Commercial Liability Umbrella Coverage Form applies with respect to liability arising out of the ownership, use or maintenance of "farm premises". The terms ownership, use or maintenance include operations necessary or incidental to ownership, use or maintenance.

A. Coverage A – Bodily Injury And Property Damage Liability

1. Exclusion 2.a. is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Exclusion 2.o. **Damage To Your Work** does not apply to operations necessary or incidental to the ownership, use or maintenance of the "farm premises".

3. Unless the Declarations specify otherwise, the following exclusions are added:

u. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of any part of the "farm premises" that is:

- (1) Used for nonagricultural business purposes;
- (2) Rented to others or held for rental by an insured for nonagricultural business; or
- (3) Rented to others or held for rental by an insured for dwelling purposes.

This exclusion, u.(3), does not apply to the extent that valid "underlying insurance" for the dwelling rental liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

v. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of:

- (1) Farm tools, farm tractors and trailers under contract to others for a charge;

R
E
V
I
S
E
D

- (2) Draft animals or vehicles used with them:
 - (a) Under contract to others for a charge; or
 - (b) Used for route delivery; or
 - (3) Saddle animals:
 - (a) Rented to others by or for an insured; or
 - (b) Used in practicing for or participating in any exhibition or contest;
 - w. "Property damage" arising out of any substance released or discharged from any aircraft;
 - x. Damages awarded under:
 - (1) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter "M.S.A.W.P.A.");
 - (2) Any law, due to violation of the M.S.A.W.P.A.; or
 - (3) Any regulation promulgated pursuant to the M.S.A.W.P.A.;
 - y. "Bodily injury" or "property damage" arising out of the insured's performance of, or failure to perform, "custom farming" operations.
- This exclusion, y., and Exclusion 2.m.(4) of the Commercial Liability Umbrella Coverage Form, do not apply if the Custom Farming Liability Coverage option is chosen by entry in the Schedule, but only to the extent that valid "underlying insurance" for "custom farming" liability risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

4. Exclusion 2.i. **Pollution** is replaced by the following:

i. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph, (1)(a), does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (iii) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:
 - i. Is set by the insured on the "insured location"; and
 - ii. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
 - iii. Is not set in violation of an ordinance or law;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

R
E
V
I
S
E
D

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph, **(1)(d)**, does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";
- (f) That are, or that are contained in any property that is:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from, a "covered auto";
 - (ii) Otherwise in the course of transit by or on behalf of the insured; or
 - (iii) Being stored, disposed of, treated or processed in or upon a "covered auto";
- (g) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto a "covered auto"; or

- (h) After the "pollutants" or any property in which the "pollutants" are contained are moved from a "covered auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

With respect to liability arising out of the ownership, maintenance, or use of "covered autos", Subparagraphs **(f)**, **(g)** and **(h)** do not apply to the extent that valid "underlying insurance" for the pollution liability risks they describe exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

- (2)** "Pollution cost or expense".

However, this paragraph, **(2)**, does not apply to liability for damages because of "property damage" that the insured would have in the absence of request, demand, order or statutory or regulatory requirement, or claim or suit by or on behalf of a governmental authority.

B. Paragraph 1.a. under Section II – Who Is An Insured is replaced by the following:

- 1. If you are designated in the Declarations as:
 - a. An individual, you are an insured; and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your "farming" operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your "farming" operations. Your managers are insureds, but only with respect to their duties as your managers.

R
E
V
I
S
E
D

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

C. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition of Section IV – Conditions:

We have no duty to provide coverage under this Policy if failure to comply with the duties described in this Condition is prejudicial to us.

D. Section V – Definitions is revised as follows:

1. The following definitions are added:

- a. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an insured, at a farm that is not a "farm premises", when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But "custom farming" does **not** mean:

- (1) Operations conducted at a premises rented to, leased to or controlled by an insured;
- (2) Operations for which no compensation in money or goods is received; or
- (3) A neighborly exchange of services.

- b. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your "farm premises", maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the "underlying insurance", "farming" does not include:

- (1) Retail activity other than that described above; or
- (2) Mechanized processing operations.

- c. "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":

- (1) Buildings used as residences;
- (2) Garages;
- (3) Stables; and

- (4) Individual or family cemetery plots or burial vaults.

- d. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

2. Paragraph f. of the "insured contract" definition is replaced by the following:

"Insured contract" means:

- f. That part of any contract or agreement entered into, as part of your "farming" operations, pertaining to the rental or lease, by you or any of your farm employees, of any "auto". However, such contract or agreement:

- (1) Does not constitute an "insured contract" insofar as it includes terms obligating you or any of your farm employees to pay for "property damage" to any "auto" rented or leased by you or any of your farm employees;

- (2) Constitutes an "insured contract" only if and to the extent that valid "underlying insurance" on the liability you or any of your farm employees assume under it exists or would have existed but for exhaustion of underlying limits for "bodily injury" or "property damage".

3. The "your product" definition is replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You; or
- (b) Others trading under your name; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include property rented to or located for the use of others but not sold.

R
E
V
I
S
E
D

SECTION II – PERSONAL LIABILITY COVERAGE

The following applies only if the Personal Liability Coverage option is chosen by entry in the Schedule.

Subject to the provisions of this Section II, insurance under the Commercial General Liability Umbrella Coverage Form applies with respect to liability arising out of the insured's personal and nonbusiness activities. The term personal or nonbusiness activities does not include any "farming" activity.

A. Coverage A – Bodily Injury And Property Damage Liability

With respect only to coverage provided under this **Section II – Personal Liability Coverage**, Section I, Coverage A, Paragraph 2. Exclusions under the Commercial Liability Umbrella Coverage Form is replaced by the following:

EXCLUSIONS

This insurance does not apply to:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the 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.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;

2. Business Pursuits

"Bodily injury" or "property damage" arising out of or in connection with a business engaged in by any insured. 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.

This exclusion, 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.

But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an insured;

3. Rental Of Premises And Ownership Or Control Of Premises

"Bodily injury" or "property damage" arising out of:

- a. The rental or holding for rental:
 - (1) By an insured of any part of premises that are not residences; or
 - (2) Of any residence owned by an insured.

This exclusion, 3.a.(2), does not apply to the rental or holding for rental of any part of an "insured location" shown in the Declarations or acquired during the present annual policy period to the extent that valid "underlying insurance" for such liability risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

Exclusion A.2. Business Pursuits under this Coverage A does not apply with respect to the coverage provided in the exception to Exclusion 3.a.(2);

- b. Any premises that is not an "insured location", but is owned, rented or controlled by an insured.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee" arising out of and in the course of his or her employment by the insured;

4. Professional Services

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

5. Association Liability

"Bodily injury" or "property damage" for which an insured is obligated to pay his or her share of any loss assessment charged against all members of an association, corporation or community of property owners;

6. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion, 6., does not apply to written contracts:

- a. That directly relate to the ownership, maintenance or use of an "insured location"; or

R
E
V
I
S
E
D

- b. Under which the liability of others is assumed by the insured prior to an "occurrence";

provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract;

7. Workers' Compensation Or Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;

8. E-R-I-S-A-

Any obligation of the insured under the Employees' Retirement Income Security Act (E-R-I-S-A-), and any amendments to it or any similar federal, state or local statute;

9. Employers' Liability

"Bodily injury" to the spouse, child, parent, brother or sister of an employee as a consequence of "bodily injury" to that employee;

10. Employment-related Practices

"Bodily injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (1), (2) or (3) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity.

This exclusion also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury;

11. Aircraft

"Bodily injury" or "property damage":

- a. Arising out of ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"; or

- b. Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft.

This exclusion, 11., applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion, 11., does not apply to:

- a. Model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo; and
- b. The extent that valid "underlying insurance" for the aircraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

12. Autos

- a. "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- b. Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law;

13. Watercraft

"Bodily injury" or "property damage":

- a. Arising out of ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"; or
- b. Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any watercraft.

This exclusion, 13., applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

R
E
V
I
S
E
D

This exclusion, **13.**, does not apply to the extent that valid "underlying insurance" for the watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

14. Recreational Motor Vehicle

"Bodily injury" or "property damage":

- a. Arising out of ownership, maintenance, use or entrustment to others of any "recreational motor vehicle" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"; or
- b. Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "recreational motor vehicle".

This exclusion, **14.**, applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "recreational motor vehicle" that is owned or operated by or rented or loaned to any insured.

This exclusion, **14.**, does not apply to the extent that valid "underlying insurance" for the "recreational motor vehicle" liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

15. Racing Activities

"Bodily injury" or "property damage" arising out of the use of any "auto", "recreational motor vehicle", watercraft, or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength, demolition contest, in any stunting activity or other similar competition;

16. Damage To Property

"Property damage" to property:

- a. Owned by an insured, nor to any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

- b. Rented to, occupied or used by, or in the care, custody or control of an insured.

Paragraph **b.** of this exclusion applies to the extent that the insured is obligated by contract to provide insurance for such property.

However, Paragraph **b.** does not apply to "property damage" caused by fire, smoke or explosion nor does it apply to "property damage" to a residence or private garage caused by a "covered auto" of the private passenger type;

17. Use Of Livestock Or Other Animals

"Bodily injury" or "property damage" arising out of:

- a. The use of any livestock or other animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this exclusion, **17.a.**, applies only to "occurrences", arising out of such contests or activities, that take place at the site designated for the contest or activity; or
- b. The use of any livestock or other animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event;

18. Communicable Disease

"Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an insured;

19. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse;

20. Controlled Substances

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) 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.

R
E
V
I
S
E
D

These exclusions do not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use or "loading or unloading" of motorized maintenance equipment that is:

- a. Used for servicing the "insured location";
- b. Not subject to motor vehicle registration; and
- c. Designed for use principally off public roads.

Coverage applies while the maintenance equipment is used on or off the "insured location";

21. Personal Injury

"Bodily injury" arising out of "personal injury";

22. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

23. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Coverage B – Personal And Advertising Injury Liability

Those provisions of Coverage B – Personal And Advertising Injury Liability which apply to damages the insured is obligated to pay because of "personal injury" are extended to apply to liability arising out of the insured's personal or nonbusiness activities.

With respect only to insurance under this **Section II – Personal Liability Coverage**, Coverage B is replaced by the following:

COVERAGE coverage B – PERSONAL Personal INJURY injury LIABILITY liability

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages because of "personal injury" to which this insurance applies, when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted.

However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. When we have no duty to defend, we will have the right to defend or to participate in the defense of the insured against any other "suit" seeking damages to which this insurance may apply.

We may, at our discretion, investigate any offense that may involve this insurance and settle any claim or "suit", which we have the duty to defend, that may result.

But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B, Items 1. and 2.

- b. This insurance applies to "personal injury" only if caused by an offense:
 - (1) Committed during the policy period; and
 - (2) Arising out of personal or nonbusiness activities.

R
E
V
I
S
E
D

2. Exclusions

This insurance does not apply to "Personal injury":

a. Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury";

b. Material Published With Knowledge Of Falsity

Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

d. Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

This exclusion, **d.**, does not affect our duty to defend, in accordance with Paragraph **1.a.** under Coverage **B** above, an insured prior to determining, through the appropriate legal processes, that that insured is responsible for a criminal act;

e. Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to any indemnity obligation the insured has assumed under a written contract directly relating to the ownership, maintenance or use of the "insured location", provided the "personal injury" occurs subsequent to the execution of the contract;

f. Business Pursuits

Arising out of or in connection with a business engaged in by an insured. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business.

This exclusion, **f.**, 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;

g. Civic Or Public Activities For Pay

Arising out of civic or public activities performed for pay by an insured;

h. Employment-related Practices

To:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity.

This exclusion also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury;

R
E
V
I
S
E
D

i. Distribution Of Material In Violation Of Statutes

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

j. War

However caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. With respect only to coverage provided under Section II – Personal Liability Coverage of this endorsement, Section II – Who Is An Insured in the Commercial Liability Umbrella Coverage Form is replaced by the following:

- 1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":
 - a. You are an insured and, if your spouse is a member of your household, the word you includes your spouse.
 - b. The following persons are also insureds, provided they are members of your household:
 - (1) Your relatives;
 - (2) Any person under the age of 21 who is in the care of a person specified in a. or b.(1) above.

c. A student enrolled in school full-time, as defined by the school, who was a member 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 specified in b.(1);
- is also an insured.

d. Insured also means any person or organization legally responsible for animals, "recreational motor vehicles" or watercraft owned by an insured as defined in Paragraph a. or b.(1) above, but only insofar as:

- (1) The insurance under this Section II – Personal Liability Coverage applies to "occurrences" involving animals, "recreational motor vehicles" or watercraft;
- (2) That person's or organization's custody or use of the animals, "recreational motor vehicles" or watercraft does not involve business; and
- (3) That person or organization has the custody or use of the animals, "recreational motor vehicles" or watercraft with the owner's permission;

e. Any person while engaged in the employment of you or a person specified in Paragraph a. or b.(1) above, is also an insured but only insofar as the insurance under this endorsement applies to "occurrences" involving vehicles; and

~~f. Any person is an insured while driving "mobile equipment" registered in your name under any motor vehicle registration law along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:~~

- ~~(1) "Bodily injury" to a fellow employee of the person driving the equipment; or~~
- ~~(2) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.~~

R
E
V
I
S
E
D

2. With respect only to liability coverage for "bodily injury" and "property damage" that arises out of the ownership, maintenance or use of "covered autos", "insureds" under a policy of "underlying insurance" providing such coverage are also "insureds" under this Policy, in accordance with the provisions, exclusions and limitations of the "underlying insurance".

D. With respect to coverage provided by this Section, the following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition of Section IV – Conditions:

We have no duty to provide coverage under this Policy if failure to comply with the duties described in this condition is prejudicial to us.

E. With respect only to coverage provided under this Section II – Personal Liability Coverage, Section V – Definitions in the Commercial Liability Umbrella Coverage Form is revised as follows:

1. The definitions of "advertisement" and "executive officer" do not apply to coverage provided under this Section II.

2. The following definitions are added:

a. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your "farm premises", maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the "underlying insurance", "farming" does not include:

- (1) Retail activity other than that described above; or
- (2) Mechanized processing operations.

b. "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":

- (1) Buildings used as residences;
- (2) Garages;
- (3) Stables; and
- (4) Individual or family cemetery plots or burial vaults.

c. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

d. "Insured location" means:

- (1) The "farm premises";

(2) The part of other premises, or of other structures and grounds, that is:

- (a) Used by you as a residence and shown in the Declarations; or
- (b) Acquired by you during the policy period for your use as a residence;

(3) Premises used by you in conjunction with the premises included in Paragraph (1) or (2) above;

(4) Any part of premises not owned by an insured but where an insured is temporarily residing;

(5) Vacant land, other than farm land, owned by or rented to an insured;

(6) Land owned by or rented to an insured on which a one- to four-family dwelling is being constructed as a residence for occupancy by an insured, or by an insured's farm employees or "residence employees"; and

(7) Any part of premises occasionally rented to an insured for other than business purposes.

e. "Recreational motor vehicle" means:

- (1) All-terrain vehicle;
- (2) Dune buggy;
- (3) Golf cart;
- (4) Snowmobile while off an "insured location" or any premises you own or rent; or
- (5) Any other motorized land vehicle which is designed for recreational use off public roads; and
- (6) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraph (1), (2), (3), (4) or (5) above.

f. "Residence employee" means an insured's employee whose duties are principally 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.

g. "Residence premises" means your principal residence and the grounds and structures appurtenant to it.

R
E
V
I
S
E
D

"Residence premises" does not include any part or parts of a building or structure that are used for business.

3. The "personal and advertising injury" definition is replaced by the following:

"Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FARM EXCESS LIABILITY POLICY

A. Condition 8. Representations of Section III – Conditions is replaced by the following:

8. Representations

a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

b. Any intentional:

- (1) Misrepresentation;
- (2) Omission;
- (3) Concealment; or
- (4) Misstatement of a material fact; in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

B. Definitions 1. "Auto" and 4. "Mobile equipment" in Section IV – Definitions are replaced by the following:

1. "Auto" means:

a. ~~a~~ A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or-

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

~~But~~ However, "auto" does not include "mobile equipment".

4. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

R
E
V
I
S
E
D

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART

SCHEDULE (For Paragraph E.1.)

Premises No-umber	Building No-umber	Total Limit Of Insurance Permitted On The Building
		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **D.** of this endorsement applies.

2. Notice Of Cancellation

a. We may cancel this Policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if:
 - (a)** We cancel for nonpayment of premium;
 - (b)** We cancel for substantial increase in hazard; or
 - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.

b. If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel it only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim under the Policy, or violation of any of its terms or conditions; or

(3) Substantial increase in hazard, provided that cancellation for this reason shall be effective only after approval by the commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a.** Ordinary mail for which a Certificate of Mailing has been obtained or by certified mail, if cancellation is for nonpayment of premium; or
- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

B. Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

C. The following is added:

Nonrenewal

- 1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days before the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- 2.** However, we need not mail or physically deliver this notice if:
 - a.** We have manifested our willingness to renew;

R
E
V
I
S
E
D

- b. We refuse to renew due to nonpayment of premium;
 - c. You do not pay any advance premium required by us for renewal; or
 - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. Provisions a., b. and c. below apply only if this Policy covers any building or structure located in New Hampshire that:
- 1. Is used only for residential purposes;
 - 2. Is owner-occupied; and
 - 3. Consists of no more than four dwelling units;
 - a. If this Policy has been in effect for 89 days or less, or if it is not a renewal of a policy we issued, Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:
 - 2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation, if we cancel for any other reason.
 - 3. We will mail or physically deliver our notice to your last mailing address known to us.
 - b. If this Policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. We may cancel this Policy only for one or more of the reasons listed in c. below, and then only if we mail or physically deliver to you a written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation, if we cancel for any of the reasons numbered (2) through (5) under c. below.
- c. The reasons for which we may cancel are:
 - (1) Nonpayment of premium;
 - (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
 - (3) Discovery of fraud or material misrepresentation by you in making a claim under the Policy;
 - (4) Discovery of grossly negligent acts or omissions by you substantially increasing risk of loss; or
 - (5) Physical changes in the Covered Property that make property uninsurable.
- c. The following is added:
- Nonrenewal**
- We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:
- a. 10 days before the expiration date or anniversary date of the Policy if we refuse to renew for nonpayment of premium; or
 - b. 45 days before the expiration date or anniversary date of the Policy if we refuse to renew for any other reason.
- If notice is mailed, proof of mailing will be sufficient proof of notice.
- E. The following are added:
- 1. Other Insurance On Buildings**
- a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is the amount shown in the Schedule.
 - b. If your total insurance on any building exceeds the amount shown for it in the Schedule, insurance under this Coverage Part will be automatically suspended for that building. Suspension will take effect regardless of whether you can collect on the other insurance.

R
E
V
I
S
E
D

2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraphs a. and b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph a. of this section shall not apply.

F. The Intentional Loss Exclusion in the:

- 1. Causes Of Loss Form – Farm Property;
- 2. Livestock Coverage Form; and
- 3. Mobile Agriculture Machinery And Equipment Coverage Form

is replaced by the following:

Intentional Loss

We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss"). In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").

This exclusion does not apply, with respect to loss ("loss") to covered property caused by fire, to an "insured", who does not commit or conspire to commit, any act that results in loss ("loss") by fire. We cover such "insured" only to the extent of that "insured's" legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss ("loss").

G. If this Policy includes the Farm Liability Coverage Form:

- 1. The **Bodily Injury To An Insured** Exclusion, **2.q.**, of **Coverage H – Bodily Injury And Property Damage Liability**; and
- 2. The **Personal Injury To An Insured** Exclusion, **2.b.(3)** of **Coverage I – Personal And Advertising Injury Liability**;

do not apply.

H. In the Farm Liability Coverage Form, Exclusion 2.e. of Section I – Coverage H – Bodily Injury And Property Damage Liability is replaced by the following:

e. Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft, "motor vehicle", motorized bicycle or tricycle.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (a) An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;
- (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by or rented or loaned to you or the "insured";

R
E
V
I
S
E
D

(c) A "motor vehicle" not subject to motor vehicle registration:

(i) By reason of its exclusive use as a device for assisting the handicapped; or

(ii) Designed for recreational use off public roads and not owned by any "insured";

(d) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or

(ii) ~~†~~The operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section IV); or

(iii) Any tractor with a farm tractor registration.

I. In the Farm Liability Coverage Form, the following exclusions only apply if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" results from an "insured's" "farming" or "business" activities.

1. Exclusion 2.c. **Pollution** of Section I – **Coverages, Coverage H – Bodily Injury And Property Damage Liability** which also applies to Coverage J; and

2. Exclusions 2.a.(6) **Pollution** and 2.d. **Pollution-Related Loss, Cost Or Expense** of Section I – **Coverages, Coverage I – Personal And Advertising Injury Liability**.

J. In the Farm Liability Coverage Form, Definitions 15. "**Mobile Equipment**" and 16. "**Motor Vehicle**" of Section IV – **Definitions** are replaced by the following:

15. "Mobile equipment" means the following, including any attached machinery or equipment:

a. Bulldozers, forklifts and tractors designed for use principally off public roads;

Other farm machinery designed for use:

(1) Principally off public roads; and

(2) As implements for cultivating or harvesting;

b. Vehicles while on premises you own or rent;

c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":

(1) Equipment designed primarily for:

(a) Road maintenance, but not construction or resurfacing; or

(b) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "motor vehicles".

R

E

V

I

S

E

D

16. "Motor Vehicle"

a. As used in this Coverage Form, the term "motor vehicle" means:

- (1) A motorized land vehicle, trailer or semi-trailer:
 - (a) Designed for travel on public roads; or
 - (b) Used on public roads; unless it qualifies as "mobile equipment";
- (2) Any machinery or equipment attached to a vehicle, trailer or semitrailer included in Paragraph (1) above;
- (3) Any motorized golf cart, except a golf cart described in Paragraph b.(3) below, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location"; or
- (4) Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged;
- (5) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraph (1), (2), ~~or~~ (3) or (4) above.

b. But "motor vehicle" does not mean:

- (1) "Mobile equipment";
- (2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in Paragraph a.(1) above; or
- (3) A motorized golf cart owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground, and that at the time of an "occurrence", is within the legal boundaries of:
 - (a) A golfing facility, and is parked or stored there or is being used by an "insured" to:
 - (i) Play the game of golf, or for other recreational or leisure activity allowed by the facility;

- (ii) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (iii) Cross public roads at designated points to gain access to other parts of the golfing facility; or

- (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, that is subject to the authority of a property owners' association and contains an "insured's" "residence premises".

K. In the Farm Liability Coverage Form, Additional Condition 2. **Representations** of Section III – **Farm Liability Conditions** is replaced by the following:

2. **Representations**

a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

b. Any intentional:

- (1) Misrepresentation;
- (2) Omission;
- (3) Concealment; or
- (4) Misstatement of a material fact;

in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

R
E
V
I
S
E
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW HAMPSHIRE – APARTMENT BUILDINGS –
LOSS OR DAMAGE TO TENANTS' AUTOS
(LEGAL LIABILITY COVERAGE)**

W

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

I

- A.** This endorsement provides coverage only for each premises described in the Declarations for which a Limit of Insurance and a premium are shown for Loss Or Damage To Tenants' Autos.
- B.** The following is added to Paragraph **A. Coverages of Section I – Property: Loss Or Damage To Tenants' Autos (Legal Liability Coverage)**
We will pay all sums you legally must pay as damages for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of tenants or other invitees while the "autos" are at a premises shown in the Declarations. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss will only be for the account of the owner of the "auto".
- C.** As used in this endorsement, Covered Cause of Loss means any loss or damage not specifically excluded in Paragraph **E.** of this endorsement.
- D.** We have the right and duty to defend any insured under this endorsement against a suit seeking these damages. However, we have no duty to defend the insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our right and duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.
- E.** This insurance does not apply to:
 - 1.** Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage (including any resulting loss of use) to "autos" left in your care.

- 2.** Loss or damage due to theft or conversion caused in any way by you or any other insured.
- F.** The following are insureds under this endorsement:
 - 1.** You.
 - 2.** Your partners, executive officers and employees (including temporary or leased employees).
- G.** In addition to the Limit of Insurance, we will pay for the insured:
 - 1.** All expenses we incur.
 - 2.** The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - 3.** 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 up to \$250 a day because of time off from work.
 - 4.** All costs taxed against the insured in a suit.
 - 5.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - 6.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Insurance.

T

H

D

R

A

W

N

H. For the coverage provided by this endorsement, Paragraph C. **Limits Of Insurance** and Paragraph D. **Deductibles** under **Section I – Property** are replaced by the following:

Limits Of Insurance And Deductible

1. Regardless of the number of "autos" left in your care, custody or control, the most we will pay for all loss or damage at each premises in any one event is the Limit Of Insurance shown in the Declarations minus the applicable deductibles for loss or damage caused by collision, theft or mischief or vandalism.
 2. The maximum deductible stated in the Declarations for loss or damage from any cause other than collision of an "auto" is the most that will be deducted for all loss or damage in any one event caused by theft or mischief or vandalism.
- I. For the coverage provided by this endorsement, the following definitions are added:
1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
 2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

W

I

T

H

D

R

A

W

N

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE – RESTAURANTS – LOSS OR DAMAGE TO CUSTOMERS' AUTOS (LEGAL LIABILITY COVERAGE)

W
I
T
H
D
R
A
W
N

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. This endorsement provides coverage only for those premises described in the Declarations for which a Limit of Insurance and a premium are shown for Loss Or Damage To Customers' Autos.
- B. The following is added to Paragraph A. **Coverages of Section I – Property: Loss Or Damage To Customers' Autos (Legal Liability Coverage)**
We will pay all sums you legally must pay as damages for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of customers or other invitees left in your care, custody or control while you are attending or operating the "autos" at or temporarily away from a premises shown in the Declarations. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss or damage will only be for the account of the owner of the "auto".
- C. As used in this endorsement, Covered Cause of Loss means any loss or damage not specifically excluded in Paragraph E. of this endorsement.
- D. We have the right and duty to defend any insured under this endorsement against a suit seeking these damages. However, we have no duty to defend the insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our right and duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.
- E. This insurance does not apply to:
 - 1. Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage (including any resulting loss of use) to "autos" left in your care.
 - 2. Loss or damage due to theft or conversion caused in any way by you or any other insured.
- F. The following are insureds under this endorsement:
 - 1. You.
 - 2. Your partners, executive officers and employees (including temporary or leased employees).
- G. In addition to the Limit of Insurance, we will pay for the insured:
 - 1. All expenses we incur.
 - 2. The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - 3. 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 up to \$250 a day because of time off from work.
 - 4. All costs taxed against the insured in a suit.
 - 5. Prejudgment 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 prejudgment interest based on that period of time after the offer.

- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- H. For the coverage provided by this endorsement, Paragraph **C. Limits Of Insurance** and Paragraph **D. Deductibles** under **Section I – Property** are replaced by the following:

Limits Of Insurance And Deductible

- 1. Regardless of the number of "autos" left in your care, custody or control, the most we will pay for all loss or damage at each premises in any one event is the Limit Of Insurance shown in the Declarations minus the applicable deductibles for loss or damage caused by collision, theft or mischief or vandalism.
- 2. The maximum deductible stated in the Declarations for loss or damage from any cause other than collision of an "auto" is the most that will be deducted for all loss or damage in any one event caused by theft or mischief or vandalism.
- I. For the coverage provided by this endorsement, the following definitions are added:
 - 1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
 - 2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

W

I

T

H

D

R

A

W

N

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW HAMPSHIRE CHANGES – LIMITED EXCLUSION –
INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim made or "suit" brought for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard". However, this exclusion does not apply to intra-family or inter-spousal claims.

W
I
T
H
D
R
A
W
N

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW HAMPSHIRE CHANGES – LIMITED EXCLUSION –
INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any claim made or "suit" brought for damages by any Named Insured under this Policy against another Named Insured under this Policy because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard". However, this exclusion does not apply to intra-family or inter-spousal claims.

W
I
T
H
D
R
A
W
N

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – LIMITED EXCLUSION – CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "bodily injury" or "property damage". However, this exclusion does not apply to intra-family or inter-spousal claims.

B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "personal and advertising injury". However, this exclusion does not apply to intra-family or inter-spousal claims.

W

I

T

H

D

R

A

W

N

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
INFORMATION SECURITY PROTECTION ENDORSEMENT

SCHEDULE

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following are added to Section I – Property:

1. Other Insurance On Buildings

- a.** You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Property Limit of Insurance for this Policy, is limited to the amount shown in the Schedule or in the Declarations as applicable to this Endorsement.

b. Buildings Insured For A Specified Amount

If there is other insurance that covers buildings insured for a specified amount at the premises described in the Declarations, the following applies with respect to loss or damage to buildings and supersedes any provision to the contrary:

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, subject to the following:

- (1)** If a covered building insured for a specified amount is totally destroyed by fire or lightning, we will not pay more than the least of the following:
 - (a)** The Limit Of Insurance shown in the Declarations applicable to such building; or

- (b)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance; and
- (2)** If a covered building insured for a specified amount is:
 - (a)** Partially destroyed by fire or lightning; or
 - (b)** Totally or partially destroyed by any covered cause of loss other than fire or lightning;

then we will not pay more than the least of the following:

- (i)** The Limit Of Insurance shown in the Declarations applicable to such building;
- (ii)** The difference between the actual loss sustained and the amount due from that other insurance; or
- (iii)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance.

2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

B. Section II – Liability is amended as follows:

1. Paragraph 1.g.(5) under Paragraph B. Exclusions is replaced by the following:

"Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
 - (c) Any tractor with a farm tractor registration.
2. The definition of "auto" in Paragraph F.2. Liability And Medical Expenses Definitions is replaced by the following:
 2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. If Endorsement **BP 07 76** or **BP 07 79** is attached to the Policy, Paragraph **B.2.2.** of this Endorsement does not apply with respect to the coverage provided by Endorsement **BP 07 76** or **BP 07 79.**

4. The definition of "mobile equipment" in Paragraph **F.12. Liability And Medical Expenses Definitions** is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

- C. Paragraph C. **Concealment, Misrepresentation Or Fraud** in **Section III – Common Policy Conditions** is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

We do not provide coverage to one or more insureds who, at any time:

1. Intentionally concealed or misrepresented a material fact;
 2. Engaged in fraudulent conduct; or
 3. Made a false statement;
- relating to this insurance.

- D. The following provisions apply except when Paragraph G. of this Endorsement applies:

Paragraphs A.2. and A.3. **Cancellation** in **Section III – Common Policy Conditions** are replaced by the following:

- 2.a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of the cancellation if:
 - (a) We cancel for nonpayment of premium;
 - (b) We cancel for substantial increase in hazard; or
 - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this Endorsement does not apply.

- b. If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or
- (3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

E. Paragraph **A.6. Cancellation** of **Section III – Common Policy Conditions** is deleted.

F. The following paragraph is added to **Section III – Common Policy Conditions** and supersedes any provision to the contrary, except as provided in Paragraph **G.:**

M. Nonrenewal

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
 - a. We manifest our willingness to renew;
 - b. We refuse to renew due to nonpayment of premium;
 - c. You do not pay any advance premium required by us for renewal; or
 - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. If this Policy covers buildings or structures located in New Hampshire that:

1. Are used only for residential purposes;
2. Are owner-occupied; and
3. Contain one- to four-dwelling units;

the following provisions apply:

1. Paragraphs **A.2.** and **A.3. Cancellation** in **Section III – Common Policy Conditions** are replaced by the following:
2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

2. The following is added to Paragraph **A. Cancellation:**

1. If this Policy:

- a. Has been in effect for 90 days or more; or
- b. Is a renewal of a policy we issued:

We will cancel this Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this Policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation. Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

3. The following is added to **Section III – Common Policy Conditions:**

M. Nonrenewal

We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

1. 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
2. 45 days before the expiration date of the Policy if we refuse to renew for any other reason.

If notice is mailed, proof of mailing will be sufficient proof of notice.

H. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

Paragraph **N. Extended Reporting Periods** is replaced by the following:

N. Extended Reporting Periods

For the purposes of the coverage provided by this Endorsement under Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**, the following are added to Paragraph **E. Liability And Medical Expenses General Conditions** of **Section II – Liability**:

1. Basic Extended Reporting Period

a. A Basic Extended Reporting Period is automatically provided without additional charge if:

(1) This Endorsement is cancelled or not renewed by either us or you for any reason; or

(2) We renew or replace this Endorsement with insurance that:

(a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or

(b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.

b. The Basic Extended Reporting Period starts with the end of the "policy period" and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the "policy period". However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".

c. The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:

(1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and

(2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".

2. Supplemental Extended Reporting Period

a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:

(1) This Endorsement is cancelled or not renewed for any reason; or

(2) We renew or replace this Endorsement with insurance that:

(a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or

- (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d.** Security Breach Liability or **g.** Web Site Publishing Liability. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
 - b. A Supplemental Extended Reporting Period, as specified in Paragraph **a.**, lasts one year and is available only for an additional premium.
 - c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph **1.** It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
 - (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
 - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".
 - d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first.
 - e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this Endorsement within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
 - f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limit of Insurance available under this Endorsement for future payment of damages; and
 - (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.
- 3. Basic And Supplemental Extended Reporting Period Limits**
- a. Basic Extended Reporting Period Limit**

There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period. The Limit of Insurance available during the Basic Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the "policy period".
 - b. Supplemental Extended Reporting Period Limit**

There is no separate or additional Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The Limit of Insurance available during the Supplemental Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the Basic Extended Reporting Period.
- I. Paragraph 2. of Condition J. Premium Audit of Section III – Common Policy Conditions is replaced by the following:**
- 2.** Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph **D. Examination Of Your Books And Records** in **Section III – Common Policy Conditions** continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES IN POLICY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Hampshire, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

PART I – STATUTORY CHANGES

A. Part I of this endorsement changes the Covered Autos Liability Coverage of the Coverage Part. These changes are made to comply with Chapter 264 of the New Hampshire Revised Statutes.

B. Changes In Covered Autos Liability Coverage

1. For "auto" "accidents" occurring within the coverage territory, Covered Autos Liability Coverage on a covered "auto" applies to the operation of (or presence in) any other "auto". The following are "insureds":
 - a. You, if you are an individual and the owner of a covered "auto" (or if spouses, either or both of whom own the covered "auto").
 - b. Any person related to you by marriage, blood, or adoption, if a resident of your household.
 - c. Any domestic servant, while engaged in employment by:
 - (1) You; or
 - (2) Any person related to you by marriage, blood, or adoption, if a resident of your household.

The coverage applies only if the other "auto" is not owned by you, any person related to you by marriage, blood, or adoption, if a resident of your household or the domestic servant.

2. Covered Autos Liability Coverage provided by Part I of this endorsement is excess to any other collectible liability coverage.

3. The limit of liability for the coverage provided by Part I of this endorsement is the limit of liability required by the New Hampshire Financial Responsibility Law. The limit does not apply in addition to the limit of liability provided by the Coverage Part for use of "autos" you don't own.

PART II – ADDITIONAL CHANGES

A. Paragraph A. **Description Of Covered Auto Designation Symbols** of **Section I – Covered Autos** in the Business Auto and Motor Carrier Coverage Forms is amended as follows:

1. The description for Symbol **19** under the Business Auto Coverage Form is replaced by the following:

Symbol **19** – Mobile Equipment Subject To Registration For Use On Public Roads Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to registration for use on public roads where they are licensed or principally garaged.

2. The description for Symbol **79** under the Motor Carrier Coverage Form is replaced by the following:

Symbol **79** – "Mobile Equipment" Subject To Registration For Use On Public Roads Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to registration for use on public roads where they are licensed or principally garaged.

B. Changes In Covered Autos Liability Coverage

1. The **Who Is An Insured** provision is replaced by the following in the Business Auto and Motor Carrier Coverage Forms:

Who Is An Insured

The following are "insureds":

- a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.
 - (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership) or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.

2. The **Who Is An Insured** provision is replaced by the following in the Auto Dealers Coverage Form:

Who Is An Insured

The following are "insureds":

- a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".

- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.
- (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership) or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.
- d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

3. The **Care, Custody Or Control** Exclusion relating to property owned or transported by the "insured", or in the "insured's" care, custody or control, does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

4. The **Leased Autos** Exclusion in the Auto Dealers Coverage Form is replaced by the following:

Leased Autos

Any covered "auto" while leased to others.

5. The **Operations** Exclusion in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged.

6. The following exclusion is added:

This insurance does not apply to:

Any "insured" for "bodily injury" or "property damage" arising out of the operation of any vehicle by that "insured" and while that "insured's" driver's license is under suspension or revocation.

However, this exclusion does not apply:

- a. For amounts up to the minimum limits of liability required by the New Hampshire Financial Responsibility Law; or
- b. If the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

7. The last paragraph in **C. Limit Of Insurance** in the Business Auto and Motor Carrier Coverage Forms and the last paragraph in **5. Limit Of Insurance – Covered Autos Liability** in the Auto Dealers Coverage Form are replaced by the following:

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

C. Changes In Physical Damage Coverage

- 1. If the Coverage Part provides Comprehensive Coverage, no deductible applies to "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto".
- 2. Any Collision Coverage Deductible shown in the Declarations does not apply if the "loss" is caused by an "uninsured motor vehicle" and the operator of the "uninsured motor vehicle" has been positively identified and is solely at fault.

D. Changes In Auto Medical Payments Coverage

- 1. Exclusion **C.2.** is replaced by the following:

This insurance does not apply to:

- 2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by you or furnished or available for your regular use.

- 2. Exclusion **C.3.** is replaced by the following:

This insurance does not apply to:

- 3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by or furnished or available for the regular use of any "family member".

- 3. Exclusion **C.5.** relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" applies only if workers' compensation benefits are available or required.

- 4. The following exclusion is added:

This insurance does not apply to:

"Bodily injury" sustained by an "insured":

- a. While that "insured" is operating any "auto"; and
- b. While that "insured's" driver's license is suspended or revoked.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

- 5. Paragraph **C. Limit Of Insurance** is replaced by the following:

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and a health insurance policy.

6. The following condition is added:

Assignment Of Benefits

Auto Medical Payments Coverage shall not be assignable to any health care provider.

E. Changes In General Conditions

1. Paragraph **5.c.** of the **Other Insurance** provision in the Business Auto and Auto Dealers Coverage Forms is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph **c.** does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".

2. Paragraph **5.g.** of the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form is replaced by the following:

g. Regardless of the provisions of Paragraphs **a., b., c., d.** and **e.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph **g.** does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".

3. The **Premium Audit** provision is amended to add the following:

An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy or anniversary date, if this is a continuous policy or a policy written for a term longer than one year, provided that there is no bona fide dispute.

The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Except as provided above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

F. Changes In Definitions

1. As used in this endorsement:

"Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle, "trailer" or semitrailer for which a liability bond or policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:

(1) Less than the limit of liability for this coverage; or

(2) Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as a result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.

2. The following definitions replace those contained in the Business Auto and Motor Carrier Coverage Forms:

- a. The definition of "auto" is replaced by the following:

"Auto" means:

- 1. Any land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- b. The definition of "mobile equipment" is replaced by the following:

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- 2. Vehicles maintained for use solely on or next to premises you own or rent;
- 3. Vehicles that travel on crawler treads;
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles that are subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definitions of "auto" and "mobile equipment" in the **Definitions** section are replaced by the following:

1. "Auto" means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment, such as graders, scrapers or rollers;
- e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

- (2)** Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** If Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51** is attached to the Policy, Paragraph **A.2.g.(2)(e)** of Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51**, whichever is attached, is replaced by the following:
- "Bodily injury" or "property damage" arising out of:
- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (iii) Any tractor with a farm tractor registration.
- B.** If Paragraph **A.** of this endorsement does not apply, Paragraph **g.(5)** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- "Bodily injury" or "property damage" arising out of:
- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (c) Any tractor with a farm tractor registration.
- C.** If Endorsement **CG 22 71** or **CG 22 72** is attached to the Policy, Paragraphs **A.** and **B.** of this endorsement do not apply with respect to the transportation of students related to the operation of any college or school by you or on your behalf.
- D.** The definitions of "auto" and "mobile equipment" in the **Definitions** section are replaced by the following:
1. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
 2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE PART

A. Aircraft, Auto, Rolling Stock Or Watercraft
Exclusion of **Section I – Pollution Liability Coverage** is replaced by the following:

Aircraft, Auto, Rolling Stock Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "pollution incident" which caused the "bodily injury", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured; or
- (2)** "Bodily injury" or "property damage" arising out of:
 - (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (c)** Any tractor with a farm tractor registration.

B. The definitions of "auto" and "mobile equipment" in the **Definitions** section are replaced by the following:

1. "Auto" means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or

- (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE – VOLUNTEER WORKERS AS INSUREDS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, the following exclusion is added to Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

Volunteer Workers

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft operated by any "volunteer worker" or while performing duties related to the conduct of the insured's business. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is operated by any "volunteer worker".

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft you do not own that is:
 - a. Less than 26 feet long; and
 - b. Not being used to carry persons or property for a charge;

3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "volunteer workers" or any "volunteer worker" of the insured;

4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5. "Bodily injury" or "property damage" arising out of:

- a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
- b. The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- c. Any tractor with a farm tractor registration.

- B.** If Paragraph **A.** does not apply, Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft:

- (1) Owned or operated by or rented or loaned to any insured; or

- (2) Operated by any "volunteer worker" or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured or operated by any "volunteer worker".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "volunteer workers" or any "volunteer workers" of the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (c) Any tractor with a farm tractor registration.

C. Paragraph 2.a. of Section I – Coverage C – Medical Payments is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

D. Paragraphs 2.a. and 2.b. of Section II – Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" or while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – PRINCIPALS PROTECTIVE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs 1.a. and 1.b. of Insuring Agreement in Section I – Coverages are replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" sustained by any one person:

- (1) Coverage **A** while engaged as an independent contractor, or as an "employee" of an independent contractor, performing operations for you; or
- (2) Coverage **B** arising out of the activities of any independent contractor or of any "employee" of an independent contractor, while engaged in operations for you.

All persons engaged in the operations to which this insurance applies are deemed independent contractors or "employees" of independent contractors.

We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" only if:

- (1) The "bodily injury" is caused by an "occurrence"; and
- (2) The "bodily injury" occurs during the policy period.

B. Paragraph 2. Exclusions in Section I – Coverages is replaced by the following:

2. Exclusions

a. Coverages **A** and **B** do not apply to:

(1) Expected Or Intended Injury

"Bodily injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

(2) Pollution

"Bodily injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (ii) "Bodily injury" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or
 - (iii) "Bodily injury" arising out of heat, smoke or fumes from a "hostile fire".
- b. Coverage A does not apply:**
- (1) If you fail to maintain Workers' Compensation Insurance for your business operations.
 - (2) To "bodily injury" arising out of the violation of any statute, ordinance or regulation by any insured.
 - (3) If you are entitled to recover damages under another contract or agreement.
- c. Coverage B does not apply:**
- (1) To "bodily injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- This exclusion does not apply to:
- (a) A watercraft while ashore on premises you own or rent;
 - (b) A watercraft you do not own that is:
 - (i) Less than 26 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
 - (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
 - (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
 - (e) "Bodily injury" arising out of:
 - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
 - (iii) Any tractor with a farm tractor registration.

- (2) To "bodily injury" arising out of:
 - (a) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (b) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.
- (3) To "bodily injury" to:
 - (a) An "employee" of the insured arising out of and in the course of:
 - (i) Employment by the insured; or
 - (ii) Performing duties related to the conduct of the insured's business; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) 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 the insured under an "insured contract".

- (4) To any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

C. Conditions 8., 9. and 10. of Section IV – Conditions are replaced by the following:

8. Other Insurance

Coverage A

The insurance afforded by this Coverage Part applies only if the loss is not covered by the insured's Workers' Compensation Insurance.

Coverage B

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you.

9. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

10. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph b., Condition 5. Examination Of Your Books And Records of Section IV – Conditions continues to apply.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

D. The following conditions are added to Section IV – Conditions:

14. Representations

- a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
- b. Any intentional:
 - (1) Misrepresentation;
 - (2) Omission;
 - (3) Concealment; or
 - (4) Misstatement of a material fact;
 - in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

15. When Independent Contractor Is Designated

If an independent contractor is designated in the Declarations of this Policy, this insurance applies only to "bodily injury" arising out of the activities of, or sustained by that designated independent contractor and the "employee" of such independent contractor.

E. All references to "contractor" contained in any condition are deleted.

F. Definitions **3.**, **4.**, **9.** and **11.** in **Section V – Definitions** do not apply.

G. The following definition is added:

"Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b.** While it is in or on an aircraft, watercraft or "auto"; or

- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

H. All references to "property damage" are deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE EMPLOYEES AND VOLUNTEER WORKERS AS INSURED'S EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, the following exclusion is added to Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

Employees And Volunteer Workers

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is operated by any "employee" or "volunteer worker".

This exclusion does not apply to:

- 1.** A watercraft while ashore on premises you own or rent;
- 2.** A watercraft you do not own that is:
 - a.** Less than 26 feet long; and
 - b.** Not being used to carry persons or property for a charge;
- 3.** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "employees" or "volunteer workers" or any "employee" or "volunteer worker" of the insured;

- 4.** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- 5.** "Bodily injury" or "property damage" arising out of:

- a.** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or
- b.** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- c.** Any tractor with a farm tractor registration.

- B.** If Paragraph **A.** does not apply, Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft:

- (1)** Owned or operated by or rented or loaned to any insured; or
- (2)** Operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured or operated by any "employee" or "volunteer worker".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "employees" or "volunteer workers" or any "employee" or "volunteer worker" of the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (c) Any tractor with a farm tractor registration.

C. Paragraph 2.a. of Section I – Coverage C – Medical Payments is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

D. Paragraph 2.a. of Section II – Who Is An Insured does not apply.

E. Paragraph 2.b. of Section II – Who Is An Insured is replaced by the following:

- b. Any person or any organization while acting as your real estate manager.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Paragraph 7. Representations Or Fraud of Section IV – Conditions** is replaced by the following:
- 7. Representations Or Fraud**
- a.** You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
 - b.** Any intentional:
 - (1)** Misrepresentation;
 - (2)** Omission;
 - (3)** Concealment; or
 - (4)** Misstatement of a material fact; in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.
 - c.** We do not provide coverage to one or more insureds who, at any time:
 - (1)** Engaged in fraudulent conduct; or
 - (2)** Made a false statement; relating to this insurance.
- B. The definitions of "auto" and "mobile equipment" in the Definitions section** are replaced by the following:
- 1. "Auto" means:**
 - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b.** Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
 - 2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
 - a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;
 - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
 - f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1)** Equipment designed primarily for:
 - (a)** Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FARM UMBRELLA LIABILITY POLICY

- A. Coverage H – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the ownership, maintenance, use or "loading or unloading" of motorized maintenance equipment that is:
1. Used for servicing the "insured location";
 2. Not subject to motor vehicle registration; and
 3. Designed for use principally off public roads.
- Coverage applies while the maintenance equipment is used on or off the "insured location".
- B. Exclusion 2.s. Bodily Injury To An Insured of Section I – Coverage H – Bodily Injury And Property Damage Liability** is deleted.
- C. The exclusion contained in Paragraph 2.t.(6) of Coverage H – Bodily Injury And Property Damage Liability** does not apply to "property damage" to a residence or private garage caused by a "covered auto" of the private passenger type.
- D. Exclusion 2.b.(3) Personal Injury To An Insured of Section I – Coverage I – Personal And Advertising Injury Liability** is deleted.
- E. The following exclusions only apply if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" results from an "insured's" "farming" or "business" activities:**
1. Exclusion 2.c. **Pollution of Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability;**
 2. Exclusions 2.a.(6) **Pollution** and 2.d. **Pollution Cost Or Expense of Section I – Coverages, Coverage I – Personal And Advertising Injury Liability.**
- F. Additional Condition 3. Representations of Section III – Conditions** is replaced by the following:
- 3. Representations**
- a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
 - b. Any intentional:
 - (1) Misrepresentation;
 - (2) Omission;
 - (3) Concealment; or
 - (4) Misstatement of a material fact;in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.
- G. Section IV – Definitions** is revised as follows:
1. Paragraph **b.** of Definition **13.** "Insured" is replaced by the following:
 - a. With respect only to liability coverage for "bodily injury" and "property damage" that arises out of the ownership, maintenance or use of "covered autos", "insureds" under a policy of "underlying insurance" providing such coverage are also "insureds" under this Policy, in accordance with the provisions, exclusions and limitations of the "underlying insurance".
 2. Definitions **3.** "Auto" and **17.** "Mobile equipment" are replaced by the following:
 3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
 17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – FARM PREMISES AND PERSONAL UMBRELLA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE

<input type="checkbox"/> Personal Liability Coverage Applies <input type="checkbox"/> Custom Farming Liability Coverage Applies Advance Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definitions of "employee", "leased worker", "temporary worker" and "volunteer worker", as shown in Section V – Definitions of the Commercial Liability Umbrella Coverage Form, do not apply to the insurance provided under this endorsement.

SECTION I – PREMISES, OPERATIONS AND PRODUCTS LIABILITY COVERAGE

Subject to the provisions of this endorsement, insurance under the Commercial Liability Umbrella Coverage Form applies with respect to liability arising out of the ownership, use or maintenance of "farm premises". The terms ownership, use or maintenance include operations necessary or incidental to ownership, use or maintenance.

A. Coverage A – Bodily Injury And Property Damage Liability

1. Exclusion 2.a. is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Exclusion 2.o. **Damage To Your Work** does not apply to operations necessary or incidental to the ownership, use or maintenance of the "farm premises".

3. Unless the Declarations specifies otherwise, the following exclusions are added:

u. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of any part of the "farm premises" that is:

- (1) Used for nonagricultural business purposes;
- (2) Rented to others or held for rental by an insured for nonagricultural business; or
- (3) Rented to others or held for rental by an insured for dwelling purposes.

This exclusion, u.(3), does not apply to the extent that valid "underlying insurance" for the dwelling rental liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

v. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of:

- (1) Farm tools, farm tractors and trailers under contract to others for a charge;

- (2) Draft animals or vehicles used with them:
 - (a) Under contract to others for a charge; or
 - (b) Used for route delivery; or
- (3) Saddle animals:
 - (a) Rented to others by or for an insured; or
 - (b) Used in practicing for or participating in any exhibition or contest;
- w. "Property damage" arising out of any substance released or discharged from any aircraft;
- x. Damages awarded under:
 - (1) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter M.S.A.W.P.A.);
 - (2) Any law, due to violation of the M.S.A.W.P.A.; or
 - (3) Any regulation promulgated pursuant to the M.S.A.W.P.A.;
- y. "Bodily injury" or "property damage" arising out of the insured's performance of, or failure to perform, "custom farming" operations.

This exclusion y. and Exclusion 2.m.(4) of the Commercial Liability Umbrella Coverage Form do not apply if the Custom Farming Liability Coverage option is chosen by entry in the Schedule, but only to the extent that valid "underlying insurance" for "custom farming" liability risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

4. Exclusion 2.i. **Pollution** is replaced by the following:

i. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph, (1)(a), does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (iii) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:
 - i. Is set by the insured on the "insured location"; and
 - ii. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and

- iii. Is not set in violation of an ordinance or law;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph, **(1)(d)**, does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";
- (f) That are, or that are contained in any property that is:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from, a "covered auto";
 - (ii) Otherwise in the course of transit by or on behalf of the insured; or
 - (iii) Being stored, disposed of, treated or processed in or upon a "covered auto";

(g) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto a "covered auto"; or

(h) After the "pollutants" or any property in which the "pollutants" are contained are moved from a "covered auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

With respect to liability arising out of the ownership, maintenance or use of "covered autos", Subparagraphs **(f)**, **(g)** and **(h)** do not apply to the extent that valid "underlying insurance" for the pollution liability risks they describe exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

(2) "Pollution cost or expense".

However, this paragraph, **(2)**, does not apply to liability for damages because of "property damage" that the insured would have in the absence of request, demand, order or statutory or regulatory requirement, or claim or suit by or on behalf of a governmental authority.

B. Paragraph 1.a. under Section II – Who Is An Insured is replaced by the following:

1. If you are designated in the Declarations as:
 - a. An individual, you are an insured; and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your "farming" operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your "farming" operations. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

C. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition of Section IV – Conditions:

We have no duty to provide coverage under this Policy if failure to comply with the duties described in this condition is prejudicial to us.

D. Section V – Definitions is revised as follows:

1. The following definitions are added:

- a. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an insured, at a farm that is not a "farm premises", when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But "custom farming" does **not** mean:

- (1) Operations conducted at a premises rented to, leased to or controlled by an insured;
- (2) Operations for which no compensation in money or goods is received; or
- (3) A neighborly exchange of services.

- b. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your "farm premises", maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the "underlying insurance", "farming" does not include:

- (1) Retail activity other than that described above; or
- (2) Mechanized processing operations.

- c. "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":

- (1) Buildings used as residences;
- (2) Garages;

- (3) Stables; and

- (4) Individual or family cemetery plots or burial vaults.

- d. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

2. Paragraph f. of the "insured contract" definition is replaced by the following:

"Insured contract" means:

- f. That part of any contract or agreement entered into, as part of your "farming" operations, pertaining to the rental or lease, by you or any of your farm employees, of any "auto". However, such contract or agreement:

- (1) Does not constitute an "insured contract" insofar as it includes terms obligating you or any of your farm employees to pay for "property damage" to any "auto" rented or leased by you or any of your farm employees;

- (2) Constitutes an "insured contract" only if and to the extent that valid "underlying insurance" on the liability you or any of your farm employees assume under it exists or would have existed but for exhaustion of underlying limits for "bodily injury" or "property damage".

3. The "your product" definition is replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You; or

- (b) Others trading under your name; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include property rented to or located for the use of others but not sold.

SECTION II – PERSONAL LIABILITY COVERAGE

The following applies only if the Personal Liability Coverage option is chosen by entry in the Schedule.

Subject to the provisions of this Section II, insurance under the Commercial General Liability Umbrella Coverage Form applies with respect to liability arising out of the insured's personal and nonbusiness activities. The term personal or nonbusiness activities does not include any "farming" activity.

A. Coverage A – Bodily Injury And Property Damage Liability

With respect only to coverage provided under this **Section II – Personal Liability Coverage**, Section I, Coverage A, Paragraph 2. Exclusions under the Commercial Liability Umbrella Coverage Form is replaced by the following:

EXCLUSIONS

This insurance does not apply to:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the 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.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;

2. Business Pursuits

"Bodily injury" or "property damage" arising out of or in connection with a business engaged in by any insured. 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.

This exclusion, 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.

But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an insured;

3. Rental Of Premises And Ownership Or Control Of Premises

"Bodily injury" or "property damage" arising out of:

- a. The rental or holding for rental:
 - (1) By an insured of any part of premises that are not residences; or
 - (2) Of any residence owned by an insured.

This exclusion, 3.a.(2), does not apply to the rental or holding for rental of any part of an "insured location" shown in the Declarations or acquired during the present annual policy period to the extent that valid "underlying insurance" for such liability risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

Exclusion A.2. Business Pursuits under this Coverage A does not apply with respect to the coverage provided in the exception to Exclusion 3.a.(2);

- b. Any premises that is not an "insured location", but is owned, rented or controlled by an insured.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee" arising out of and in the course of his or her employment by the insured;

4. Professional Services

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

5. Association Liability

"Bodily injury" or "property damage" for which an insured is obligated to pay his or her share of any loss assessment charged against all members of an association, corporation or community of property owners;

6. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion, **6.**, does not apply to written contracts:

- a. That directly relate to the ownership, maintenance or use of an "insured location"; or
- b. Under which the liability of others is assumed by the insured prior to an "occurrence";

provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract;

7. Workers' Compensation Or Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;

8. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act (ERISA), and any amendments to it or any similar federal, state or local statute;

9. Employers' Liability

"Bodily injury" to the spouse, child, parent, brother or sister of an employee as a consequence of "bodily injury" to that employee;

10. Employment-related Practices

"Bodily injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(1)**, **(2)** or **(3)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity.

This exclusion also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury;

11. Aircraft

"Bodily injury" or "property damage":

- a. Arising out of ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"; or
- b. Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft.

This exclusion, **11.**, applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion, **11.**, does not apply to:

- a. Model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo; and
- b. The extent that valid "underlying insurance" for the aircraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

12. Autos

- a. "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- b. Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law;

13. Watercraft

"Bodily injury" or "property damage":

- a. Arising out of ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"; or
- b. Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any watercraft.

This exclusion, **13.**, applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion, **13.**, does not apply to the extent that valid "underlying insurance" for the watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

14. Recreational Motor Vehicle

"Bodily injury" or "property damage":

- a.** Arising out of ownership, maintenance, use or entrustment to others of any "recreational motor vehicle" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"; or
- b.** Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "recreational motor vehicle".

This exclusion, **14.**, applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "recreational motor vehicle" that is owned or operated by or rented or loaned to any insured.

This exclusion, **14.**, does not apply to the extent that valid "underlying insurance" for the "recreational motor vehicle" liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

15. Racing Activities

"Bodily injury" or "property damage" arising out of the use of any "auto", "recreational motor vehicle", watercraft, or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength, demolition contest, in any stunting activity or other similar competition;

16. Damage To Property

"Property damage" to property:

- a.** Owned by an insured, nor to any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
- b.** Rented to, occupied or used by, or in the care, custody or control of an insured.

Paragraph **b.** of this exclusion applies to the extent that the insured is obligated by contract to provide insurance for such property.

However, Paragraph **b.** does not apply to "property damage" caused by fire, smoke or explosion nor does it apply to "property damage" to a residence or private garage caused by a "covered auto" of the private passenger type;

17. Use Of Livestock Or Other Animals

"Bodily injury" or "property damage" arising out of:

- a.** The use of any livestock or other animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this exclusion, **17.a.**, applies only to "occurrences", arising out of such contests or activities, that take place at the site designated for the contest or activity; or
- b.** The use of any livestock or other animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event;

18. Communicable Disease

"Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an insured;

19. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse;

20. Controlled Substances

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) 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.

These exclusions do not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use or "loading or unloading" of motorized maintenance equipment that is:

- a. Used for servicing the "insured location";
- b. Not subject to motor vehicle registration; and
- c. Designed for use principally off public roads.

Coverage applies while the maintenance equipment is used on or off the "insured location";

21. Personal Injury

"Bodily injury" arising out of "personal injury";

22. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

23. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Coverage B – Personal And Advertising Injury Liability

Those provisions of Coverage B – Personal And Advertising Injury Liability which apply to damages the insured is obligated to pay because of "personal injury" are extended to apply to liability arising out of the insured's personal or nonbusiness activities.

With respect only to insurance under this **Section II – Personal Liability Coverage**, Coverage B is replaced by the following:

Coverage B – Personal Injury Liability

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages because of "personal injury" to which this insurance applies when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted.

However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. When we have no duty to defend, we will have the right to defend or to participate in the defense of the insured against any other "suit" seeking damages to which this insurance may apply.

We may, at our discretion, investigate any offense that may involve this insurance and settle any claim or "suit", which we have the duty to defend, that may result.

But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**, Items **1.** and **2.**

- b.** This insurance applies to "personal injury" only if caused by an offense:
 - (1)** Committed during the policy period; and
 - (2)** Arising out of personal or nonbusiness activities.

2. Exclusions

This insurance does not apply to "Personal injury":

- a. Knowing Violation Of Rights Of Another**

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury";

- b. Material Published With Knowledge Of Falsity**

Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

- c. Material Published Prior To Policy Period**

Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

- d. Criminal Acts**

Arising out of a criminal act committed by or at the direction of the insured.

This exclusion, **d.**, does not affect our duty to defend, in accordance with Paragraph **1.a.** under Coverage **B** above, an insured prior to determining, through the appropriate legal processes, that that insured is responsible for a criminal act;

- e. Contractual Liability**

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to any indemnity obligation the insured has assumed under a written contract directly relating to the ownership, maintenance or use of the "insured location", provided the "personal injury" occurs subsequent to the execution of the contract;

- f. Business Pursuits**

Arising out of or in connection with a business engaged in by an insured. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business.

This exclusion, **f.**, 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;

- g. Civic Or Public Activities For Pay**

Arising out of civic or public activities performed for pay by an insured;

- h. Employment-related Practices**

To:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity.

This exclusion also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury;

i. Distribution Of Material In Violation Of Statutes

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

j. War

However caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. With respect only to coverage provided under Section II – Personal Liability Coverage of this endorsement, Section II – Who Is An Insured in the Commercial Liability Umbrella Coverage Form is replaced by the following:

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":
 - a. You are an insured and, if your spouse is a member of your household, the word you includes your spouse.
 - b. The following persons are also insureds, provided they are members of your household:
 - (1) Your relatives;
 - (2) Any person under the age of 21 who is in the care of a person specified in a. or b.(1) above.

c. A student enrolled in school full-time, as defined by the school, who was a member 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 specified in b.(1);
- is also an insured.

d. Insured also means any person or organization legally responsible for animals, "recreational motor vehicles" or watercraft owned by an insured as defined in Paragraph a. or b.(1) above, but only insofar as:

- (1) The insurance under this Section II – Personal Liability Coverage applies to "occurrences" involving animals, "recreational motor vehicles" or watercraft;
- (2) That person's or organization's custody or use of the animals, "recreational motor vehicles" or watercraft does not involve business; and
- (3) That person or organization has the custody or use of the animals, "recreational motor vehicles" or watercraft with the owner's permission;

e. Any person while engaged in the employment of you or a person specified in Paragraph a. or b.(1) above is also an insured but only insofar as the insurance under this endorsement applies to "occurrences" involving vehicles; and

2. With respect only to liability coverage for "bodily injury" and "property damage" that arises out of the ownership, maintenance or use of "covered autos", "insureds" under a policy of "underlying insurance" providing such coverage are also "insureds" under this Policy, in accordance with the provisions, exclusions and limitations of the "underlying insurance".

D. With respect to coverage provided by this Section, the following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition of Section IV – Conditions:

We have no duty to provide coverage under this Policy if failure to comply with the duties described in this condition is prejudicial to us.

E. With respect only to coverage provided under this **Section II – Personal Liability Coverage, Section V – Definitions** in the Commercial Liability Umbrella Coverage Form is revised as follows:

1. The definitions of "advertisement" and "executive officer" do not apply to coverage provided under this Section II.

2. The following definitions are added:

a. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your "farm premises", maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the "underlying insurance", "farming" does not include:

- (1) Retail activity other than that described above; or
- (2) Mechanized processing operations.

b. "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":

- (1) Buildings used as residences;
- (2) Garages;
- (3) Stables; and
- (4) Individual or family cemetery plots or burial vaults.

c. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

d. "Insured location" means:

- (1) The "farm premises";
- (2) The part of other premises, or of other structures and grounds, that is:
 - (a) Used by you as a residence and shown in the Declarations; or
 - (b) Acquired by you during the policy period for your use as a residence;
- (3) Premises used by you in conjunction with the premises included in Paragraph (1) or (2) above;
- (4) Any part of premises not owned by an insured but where an insured is temporarily residing;
- (5) Vacant land, other than farm land, owned by or rented to an insured;

(6) Land owned by or rented to an insured on which a one- to four-family dwelling is being constructed as a residence for occupancy by an insured, or by an insured's farm employees or "residence employees"; and

(7) Any part of premises occasionally rented to an insured for other than business purposes.

e. "Recreational motor vehicle" means:

- (1) All-terrain vehicle;
- (2) Dune buggy;
- (3) Golf cart;
- (4) Snowmobile while off an "insured location" or any premises you own or rent; or
- (5) Any other motorized land vehicle which is designed for recreational use off public roads; and
- (6) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraph (1), (2), (3), (4) or (5) above.

f. "Residence employee" means an insured's employee whose duties are principally 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.

g. "Residence premises" means your principal residence and the grounds and structures appurtenant to it.

"Residence premises" does not include any part or parts of a building or structure that are used for business.

3. The "personal and advertising injury" definition is replaced by the following:

"Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FARM EXCESS LIABILITY POLICY

A. Condition 8. Representations of Section III – Conditions is replaced by the following:

8. Representations

a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

b. Any intentional:

(1) Misrepresentation;

(2) Omission;

(3) Concealment; or

(4) Misstatement of a material fact;

in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

B. Definitions 1. "Auto" and 4. "Mobile equipment" in Section IV – Definitions are replaced by the following:

1. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART

SCHEDULE (For Paragraph E.1.)

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **D.** of this endorsement applies.
- 2. Notice Of Cancellation**
- a.** We may cancel this Policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if:
 - (a)** We cancel for nonpayment of premium;
 - (b)** We cancel for substantial increase in hazard; or
 - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
 - (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.
- b.** If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel it only for one or more of the following reasons:
- (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim under the Policy, or violation of any of its terms or conditions; or
 - (3)** Substantial increase in hazard, provided that cancellation for this reason shall be effective only after approval by the commissioner.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Ordinary mail for which a certificate of mailing has been obtained or by certified mail, if cancellation is for nonpayment of premium; or
 - b.** Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.
- B.** Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.
- C.** The following is added:
- Nonrenewal**
- 1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days before the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
 - 2.** However, we need not mail or physically deliver this notice if:
 - a.** We have manifested our willingness to renew;

- b. We refuse to renew due to nonpayment of premium;
 - c. You do not pay any advance premium required by us for renewal; or
 - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. Provisions a., b. and c. below apply only if this Policy covers any building or structure located in New Hampshire that:**
- 1. Is used only for residential purposes;
 - 2. Is owner-occupied; and
 - 3. Consists of no more than four dwelling units;
 - a. If this Policy has been in effect for 89 days or less, or if it is not a renewal of a policy we issued, Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:
 - 2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation, if we cancel for any other reason.
 - 3. We will mail or physically deliver our notice to your last mailing address known to us.
 - b. If this Policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. We may cancel this Policy only for one or more of the reasons listed in c. below, and then only if we mail or physically deliver to you a written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation, if we cancel for any of the reasons numbered (2) through (5) under c. below.
- c. The reasons for which we may cancel are:
 - (1) Nonpayment of premium;
 - (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
 - (3) Discovery of fraud or material misrepresentation by you in making a claim under the Policy;
 - (4) Discovery of grossly negligent acts or omissions by you substantially increasing risk of loss; or
 - (5) Physical changes in the Covered Property that make property uninsurable.
- c. The following is added:
- Nonrenewal**
- We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:
- a. 10 days before the expiration date or anniversary date of the Policy if we refuse to renew for nonpayment of premium; or
 - b. 45 days before the expiration date or anniversary date of the Policy if we refuse to renew for any other reason.
- If notice is mailed, proof of mailing will be sufficient proof of notice.
- E. The following are added:**
- 1. **Other Insurance On Buildings**
 - a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is the amount shown in the Schedule.
 - b. If your total insurance on any building exceeds the amount shown for it in the Schedule, insurance under this Coverage Part will be automatically suspended for that building. Suspension will take effect regardless of whether you can collect on the other insurance.

2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraphs a. and b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph a. of this section shall not apply.

F. The **Intentional Loss** Exclusion in the:

1. Causes Of Loss Form – Farm Property;
2. Livestock Coverage Form; and
3. Mobile Agriculture Machinery And Equipment Coverage Form

is replaced by the following:

Intentional Loss

We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss"). In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").

This exclusion does not apply, with respect to loss ("loss") to covered property caused by fire, to an "insured", who does not commit or conspire to commit, any act that results in loss ("loss") by fire. We cover such "insured" only to the extent of that "insured's" legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss ("loss").

G. If this Policy includes the Farm Liability Coverage Form:

1. The **Bodily Injury To An Insured** Exclusion, **2.q.**, of **Coverage H – Bodily Injury And Property Damage Liability**; and
2. The **Personal Injury To An Insured** Exclusion, **2.b.(3)** of **Coverage I – Personal And Advertising Injury Liability**;

do not apply.

H. In the Farm Liability Coverage Form, Exclusion **2.e.** of **Section I – Coverage H – Bodily Injury And Property Damage Liability** is replaced by the following:

e. Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft, "motor vehicle", motorized bicycle or tricycle.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (a) An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;
- (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by or rented or loaned to you or the "insured";

- (c) A "motor vehicle" not subject to motor vehicle registration:
 - (i) By reason of its exclusive use as a device for assisting the handicapped; or
 - (ii) Designed for recreational use off public roads and not owned by any "insured";
 - (d) "Bodily injury" or "property damage" arising out of:
 - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or
 - (ii) The operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section IV); or
 - (iii) Any tractor with a farm tractor registration.
- I. In the Farm Liability Coverage Form, the following exclusions only apply if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" results from an "insured's" "farming" or "business" activities.
1. Exclusion **2.c. Pollution** of Section I – **Coverages, Coverage H – Bodily Injury And Property Damage Liability** which also applies to Coverage J; and
 2. Exclusions **2.a.(6) Pollution** and **2.d. Pollution-Related Loss, Cost Or Expense** of Section I – **Coverages, Coverage I – Personal And Advertising Injury Liability**.
- J. In the Farm Liability Coverage Form, Definitions **15. "Mobile equipment"** and **16. "Motor Vehicle"** of **Section IV – Definitions** are replaced by the following:
- 15. "Mobile equipment"** means the following, including any attached machinery or equipment:
- a. Bulldozers, forklifts and tractors designed for use principally off public roads;

Other farm machinery designed for use:

 - (1) Principally off public roads; and
 - (2) As implements for cultivating or harvesting;
 - b. Vehicles while on premises you own or rent;
 - c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":

 - (1) Equipment designed primarily for:
 - (a) Road maintenance, but not construction or resurfacing; or
 - (b) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "motor vehicles".

16. "Motor Vehicle"

a. As used in this Coverage Form, the term "motor vehicle" means:

- (1) A motorized land vehicle, trailer or semitrailer:
 - (a) Designed for travel on public roads; or
 - (b) Used on public roads; unless it qualifies as "mobile equipment";
- (2) Any machinery or equipment attached to a vehicle, trailer or semitrailer included in Paragraph (1) above;
- (3) Any motorized golf cart, except a golf cart described in Paragraph b.(3) below, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location";
- (4) Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged;
- (5) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraph (1), (2), (3) or (4) above.

b. But "motor vehicle" does not mean:

- (1) "Mobile equipment";
- (2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in Paragraph a.(1) above; or
- (3) A motorized golf cart owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground, and that at the time of an "occurrence", is within the legal boundaries of:
 - (a) A golfing facility, and is parked or stored there or is being used by an "insured" to:
 - (i) Play the game of golf, or for other recreational or leisure activity allowed by the facility;

- (ii) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (iii) Cross public roads at designated points to gain access to other parts of the golfing facility; or

- (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, that is subject to the authority of a property owners' association and contains an "insured's" "residence premises".

K. In the Farm Liability Coverage Form, Additional Condition 2. **Representations** of **Section III – Farm Liability Conditions** is replaced by the following:

2. Representations

a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

b. Any intentional:

- (1) Misrepresentation;
- (2) Omission;
- (3) Concealment; or
- (4) Misstatement of a material fact;

in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.