

## Personal Liability Coverage

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### What Is Covered

This part of your Masterpiece Policy provides you with personal liability coverage for which you or a family member may be legally responsible anywhere in the world unless stated otherwise or an exclusion applies.

We cover damages a covered person is legally obligated to pay for personal injury or property damage which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in What Is Not Covered.

A "covered person" means:

- . you or a family member;
- . any other person or organization with respect to liability because of acts or omissions of you or a family member; or
- . any combination of the above.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Personal injury" means the following injuries, and resulting death:

- . bodily injury;
- . shock, mental anguish, or mental injury;
- . false arrest, false imprisonment, or wrongful detention;
- . wrongful entry or eviction;
- . malicious prosecution or humiliation; and
- . libel, slander, defamation of character, or invasion of privacy.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

"Property damage" means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

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### What Is Covered

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"Registered vehicle" means any motorized land vehicles not described in "unregistered vehicle"

"Unregistered vehicle" means :

- . any motorized land vehicle not designed for or required to be registered for use on public roads;
- . any motorized land vehicle which is in dead storage at your residence;
- . any motorized land vehicle used solely on and to service a residence premises shown in the Declarations page; or
- . golf carts.

### *Defense coverages*

We will defend a covered person against any suit seeking covered damages for personal injury or property damage. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement we will pay:

- . all premiums on appeal bonds required in any suit we defend;
- . all premiums on bonds to release attachments for any amount up to the limit of liability (but we are not obligated to apply for or furnish any bond);
- . all expenses incurred by us;
- . all costs taxed against a covered person;
- . all interest accruing after a judgement is entered in a suit we defend on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the limit of liability;
- . all prejudgment interest awarded against a covered person on that part of the judgement we pay or offer to pay. We will not pay any prejudgment interest based on that period of time after we make an offer to pay the limit of liability;
- . all earnings lost by each covered person at our request, up to \$500 a day, to a total of \$20,000;
- . other reasonable expenses incurred by a covered person at our request; and
- . the cost of bail bonds required of a covered person because of a covered loss.

In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

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### Extra Coverages

In addition to covering damages and defense costs, we also provide many related coverages. These payments are in addition to the limit of liability for damages and defense costs unless stated otherwise or an exclusion applies. Exclusions to these coverages are described in What Is Not Covered.

#### ***Medical payments to others***

We will pay the necessary medical expenses, up to a total of \$20,000 for each occurrence, for personal injury to anyone **except** you or a family member. These expenses must be incurred or medically ascertained within three years of an accident that:

- . occurs at a home with liability coverage in this policy, to a person with permission from you or a family member to be there;
- . arises from a condition at a home, or at the steps, driveways or sidewalks immediately adjoining, with liability coverage in this policy;
- . was caused by the activities of a covered person;
- . was caused by a domestic worker in the course of his or her employment by a covered person; or
- . was caused by an animal owned by or in the care of a covered person.

"Medical expenses" includes reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

#### ***Damage to the property of others***

We cover the replacement cost of other people's property, up to \$4,000 for each occurrence, if the property was damaged or destroyed by a covered person.

"Replacement cost" is the amount required to repair or replace other people's property, whichever is less.

But we will **not** pay for property damage to property owned by or rented to a tenant or resident in your household.

#### ***Credit cards, forgery, and counterfeiting***

We cover a covered person's legal obligation, up to a total of \$20,000 for:

- . loss or theft of a credit or bank card issued in the name of you or a family member, provided that all the terms for using the card are complied with;

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### Extra Coverages

(continued)

- . loss caused by theft of a credit card number or bank card number issued to you or a family member when used electronically, including use on the Internet, provided that all the terms for using the card are complied with;
- . loss caused by forgery or alteration of any check or negotiable instrument; or
- . loss caused by accepting in good faith any counterfeit paper currency.

We will defend a claim or suit against you or a family member for loss or theft of a credit or bank card. We have the option to defend a claim or suit against you or a family member (or against a bank, with respect to this coverage) for forgery or counterfeiting.

We may investigate, negotiate, and settle any such claims or suit at our discretion. Our obligation to defend ends when our payment for the loss equals \$20,000.

If you have a loss under the "credit cards, forgery, and counterfeiting" coverage of this policy, you must:

- . notify us or your broker/agent of your loss;
- . in case of theft you must notify the police or similar competent authority;
- . notify the credit card service company or the issuing bank;
- . include evidence or an affidavit supporting your claim, including the amount of and cause of the loss, in any statement you prepare at our request;
- . submit to an examination under oath, as often as we may reasonably require, you, family members and other members of your household to do so;
- . upon our request submit a signed description of the circumstances surrounding a loss and your interest in it; and
- . produce all records and documents we request and permit us to make copies.

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### What Is Not Covered

These exclusions apply to your Personal Liability Coverage, including the Extra Coverages, unless stated otherwise.

**Motorized land vehicles.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any motorized land vehicle. This includes any trailers being towed or any watercraft being towed by or carried on any registered vehicle.

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### What Is Not Covered

(continued)

This exclusion does not apply to motorized land vehicles in dead storage at your residence, to motorized land vehicles used solely on and to service a residence premises shown in the Declarations page, or to golf carts. We do not cover any person who uses such a motorized land vehicle without permission from you or a family member.

**Aircraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft, except aircraft chartered with crew by you. We do not cover any property damages to aircraft rented to, owned by, or in the care, custody or control of a covered person.

**Large watercraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any watercraft 26 feet or longer with more than 50 horsepower owned by a covered person or furnished or rented to a covered person. But we do cover watercraft being stored, unless another exclusion applies.

**Motorized land vehicle, watercraft and aircraft racing.** We do not cover any damages arising out of the participation in or practice for competitive racing of any motorized land vehicle, watercraft or aircraft. This exclusion does not apply to sailboat racing even if the sailboat is equipped with an auxiliary motor.

**Workers' compensation or disability.** We do not cover any damages a covered person is legally obligated to provide under any workers' compensation, disability benefits, unemployment compensation or similar laws.

**Director's liability.** We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization. This exclusion does not apply to a not-for-profit corporation or organization, or to a condominium association.

**Damage to covered person's property.** We do not cover any person for property damage to property owned by any covered person.

**Damage to property in your care.** We do not cover any person for property damage to property rented to, occupied by, used by, or in the care of any covered person, to the extent that the covered person is required by contract to provide insurance. But we do cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies.

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### What Is Not Covered

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**Discrimination.** We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, sexual harassment, or any other discrimination.

**Intentional acts.** We do not cover damages arising out of an act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies.

**Nonpermissive use.** We do not cover any person who uses a motorized land vehicle or watercraft without permission from you or a family member.

**Business pursuits.** We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, for the account of a covered person or others, or business property.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property unless another exclusion applies.

"Incidental business away from home" is a self-employed sales activity, or a self-employed business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying, and lawn care. Either of these activities must:

- . not yield gross revenues in excess of \$10,000 in any year.
- . have no employees subject to worker's compensation or other similar disability laws;
- . conform to the laws of Republic of Singapore

"Incidental business at home" is a business activity, conducted on the residence premises which must:

- . not yield gross revenues in excess of \$10,000 in any year, except for the business activity of managing one's own personal investment;
- . have no employees subject to worker's compensation or other similar disability laws;
- . conform to the laws of Republic of Singapore

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### What Is Not Covered

(continued)

"Incidental business property" is limited to the rental or holding for rental to be used as a residence, of a condominium or rental unit owned by you, an apartment rented to you, a one or two family dwelling owned by you, or a three or four family dwelling owned and occupied by you. We provide this coverage only for premises listed in the Declarations page unless the rental or holding for rental is for:

- . a residence of yours that is occasionally rented and that is used exclusively as a residence, or
- . part of a residence of yours by one or two roomers or boarders; or
- . part of a residence of yours as an office, school, studio, or private garage.

**Financial guarantees.** We do not cover any damages for any covered person's financial guarantee of the financial performance of any covered person, other individual or organization.

**Professional services.** We do not cover any damages for any covered person's performing or failure to perform professional services, or for professional services for which any covered person is legally responsible or licensed.

**Acts of war.** We do not cover any damages caused directly or indirectly by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

**Contractual liability.** We do not cover any damages or assessments arising from contracts or agreements made in connection with any covered person's business or any Strata Title Management Corporation. Nor do we cover any liability for unwritten contracts, or contracts in which the liability of others is assumed after a covered loss.

**Covered person's or dependent's personal injury.** We do not cover any damages for personal injury for which you can be held legally liable to a family member or your spouse or for which a family member or your spouse can be held legally liable to you.

**Liability for dependent care.** We do not cover damage for personal injury for which a covered person's legal liability is by virtue of a contract or other responsibility for a dependent's care.

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### What Is Not Covered

(continued)

**Illness.** We do not cover personal injury or property damage resulting from any illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease.

**Parental liability.** We do not cover any damages arising from parental liability for the acts of a minor using a motorized land vehicle, watercraft 26 feet or longer or with more than 50 horsepower, or aircraft.

**Entrustment.** We do not cover any damages arising from the entrustment by any covered person of a motorized land vehicle, watercraft 26 feet or longer or with more than 50 horsepower, or aircraft to any person.

**Nuclear and radiation hazard.** We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

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### How We Will Pay Your Claim

#### *Limit of liability*

The limit of liability is shown in the Declarations page. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages**) are in addition to the limit of liability.

SPECIMEN