



OREGON MUTUAL INSURANCE COMPANY
OWNERS', LANDLORDS' AND TENANTS'
LIABILITY INSURANCE - OREGON

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DEFINITIONS - (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

- 1. The words you and your mean the person or persons shown in the Declarations and your spouse if a resident of your household.
2. The words we, us, and our mean the company providing this Owners', Landlords' and Tenants' Liability Coverage.
3. Bodily injury means bodily harm, sickness, or disease sustained by a person and includes required care and loss of services. Bodily injury includes death that results from bodily harm, sickness, or disease. Bodily injury does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.
4. Damages means compensation in the form of money for a person who claims to have suffered an injury.
5. Declarations means all pages labeled declarations which pertain to this Owners', Landlords', and Tenants' Liability Coverage.
6. Insured - If shown on the declarations as an Individual, insured means you and your spouse if a resident of your household, but only with respect to the ownership, maintenance, or use of an insured premises and operations that are incidental to it. Insured also includes the following, but only with respect to the ownership, maintenance, or use of an insured premises and operations that are incidental to it:
a. if you die during the policy period, your legal representative while acting within the scope of those duties as such with respect to an insured premises, or a person who has custody of an insured premises with respect to liability arising out of the maintenance or use of that property until your legal representative is appointed. Your legal representative has all your rights and duties under this coverage;
b. persons employed by you to perform duties in conjunction with the maintenance or use of the insured premises. This does not include persons while performing duties in connection with the insured's business.
c. your relatives if residents of your household; and
d. persons under the age of 21 in your care or in the care of your resident relatives.
e. persons in the course of performing domestic duties that relate to the insured premises.

Each of the above is a separate insured but it does not increase our limit.

Additional conditions that relate to assignment or transfer of rights or duties, cancellation, changes or modifications, and inspections also apply. These are shown separately.

Endorsements and schedules may also apply. They are identified on the declarations.

Refer to the Definitions for words that have special meanings. These words are shown in quotation marks or bold type.

AGREEMENT

In return for your payment of the required premium, we provide the Owners', Landlords', and Tenants' Liability Coverage described herein, subject to the limits stated on the Declarations and all the terms.

7. **Insured premises** means:
- a one- to four-family dwelling, including related private structures and grounds, that is shown on the **declarations** as a described location;
 - premises used by **you** in connection with the described location;
 - all access ways immediately adjoining the **insured premises**.
8. **Limit** means the amount of coverage that applies.
9. **Motorized vehicle** means a self-propelled land or amphibious vehicle (regardless of horsepower, number of wheels, or method of surface control), including parts and equipment.
This does not include vehicles that are designed and used to assist the handicapped and not required to be licensed for road use.
10. **Occurrence** means an accident, including continuous or repeated exposure to similar conditions, which results during the policy period in **bodily injury, personal injury, or property damage**.
11. **Personal injury** means injury (other than **bodily injury or property damage**) arising out of one or more of the following offenses:
- false arrest, false imprisonment, wrongful detention, libel, slander, defamation of character, invasion of privacy;
 - wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of the **insured premises** that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the **insured premises**.
12. **Pollutant** means:
- any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - electrical or magnetic emissions, whether visible or invisible, and sound emissions.
13. **Property damage** means:
- physical injury or destruction of tangible property; or
 - the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the **occurrence** that caused it.
14. **Terms** means all provisions, limitations, exclusions, conditions, **declarations**, and definitions that apply to this Owners', Landlords' and Tenants' Liability Coverage.
15. **Domestic employee** means a person employed by an **insured** to perform duties in connection with the

maintenance or use of the **insured premises**. This includes persons who perform household or domestic services or duties of a similar nature elsewhere for an **insured**. This does not include persons while performing duties in connection with an **insured's business**.

PRINCIPAL COVERAGES – (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

We provide insurance for the following coverages indicated by a specific **limit** or premium charge on the **declarations**.

COVERAGE L – BODILY INJURY, PROPERTY DAMAGE, AND PERSONAL INJURY LIABILITY

We pay up to **our limit** for this coverage stated in the **declarations** all sums including prejudgment interest which an **insured** becomes legally obligated to pay as **damages** due to **bodily injury, property damage, or personal injury** to which this insurance applies.

The **bodily injury** or **property damage** must be caused by an **occurrence** and arise out of the ownership, maintenance, or use of an **insured premises** or operations that are incidental to an **insured premises**.

The **personal injury** must arise out of an offense related to the ownership, maintenance, or use of an insured premises or operations that are incidental to an insured premises.

This does not include advertising, publishing, broadcasting, or telecasting done by **you** or on **your** behalf.

This coverage applies only to **bodily injury** or **property damage** which occurs, or an offense of **personal injury** that is committed, during the policy period.

COVERAGE M – MEDICAL PAYMENTS – (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

- We** pay up to **our limit** for this coverage stated in the **declarations**, the medical expenses defined below for **bodily injury** caused by an accident on an **insured premises**.
- We** pay such expenses regardless of fault, but only if:
 - they arise out of an accident that occurred during the policy period; and
 - they are incurred and reported within three years of the accident.
- Medical expenses means the reasonable and necessary expenses for:
 - medical, surgical, x-ray, and dental services, including prosthetic devices, hearing aids, prescription drugs, eye glasses, and contact lenses;
 - ambulance, hospital, professional nursing, and funeral services; and
 - first aid at the time of an accident.

Payment under this coverage is not an admission of liability under Coverage L - Bodily Injury, Property Damage, and Personal Injury Liability.

SUPPLEMENTAL COVERAGES – (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

Subject to all the **terms** of the Principal Coverages, **we** provide the following supplemental coverages. They do not increase the **limits** stated for the Principal Coverages.

INCIDENTAL CONTRACTUAL LIABILITY

1. **We** pay for **bodily injury** or **property damage** which is assumed by an **insured** under the following contracts or agreements, but only with respect to the ownership, maintenance, or use of an **insured premises** and operations that are incidental to:
 - a. lease of premises;
 - b. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
2. This coverage does not apply to that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.

INCIDENTAL VEHICLE COVERAGE

We pay for the **bodily injury**, **personal injury**, or **property damage** which:

1. occurs on the **insured premises** and is the result of the ownership, maintenance, use, loading or unloading of a **motorized vehicle** if it is not subject to motor vehicle licensing because of its type or use;
2. results from a **motorized vehicle** not subject to motor vehicle licensing which is designed only for use off roads and is used only to service the **insured premises**.

DAMAGE TO PROPERTY OF OTHERS

1. Regardless of an **insured's** legal liability, **we** will pay at replacement cost up to \$1,000 per occurrence for **property damage** to personal property of others caused by an **insured** and arising out of the ownership, maintenance, or use of an **insured premises**.
2. All of the exclusions otherwise applicable to **property damage** do not apply to this coverage. However, **we** do not pay for **property damage** to property:
 - a. owned by, rented to or leased to an **insured**, another resident of **your** household, a tenant of an **insured**, or a **domestic employee**;
 - b. which is caused intentionally by an **insured** who has attained the age of 13;
 - c. resulting in whole or in part from:
 - (1) activities related to a **business** of an **insured**;
 - (2) premises owned, rented, or controlled by an **insured**, other than an **insured premises**; or
 - (3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting,

supervision, loading, or unloading of **motorized vehicles**, aircraft, or watercraft. However, **we** do pay for **property damage** which results from the use of a **motorized vehicle** not subject to motor vehicle registration and not owned by an **insured**, if the **motorized vehicle** is used only to service the premises.

DEFENSE COVERAGE – (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

Payments under this coverage are in addition to the **limits** for this Owners', Landlords' and Tenants' Liability Coverage.

1. **We** have the right and duty to defend a suit seeking **damages** which may be covered under this Owners', Landlords' and Tenants' Liability Coverage. **We** may make investigations and settle claims or suits **we** decide are appropriate. Suit includes any alternative dispute resolution proceeding involving **bodily injury**, **property damage**, or **personal injury** to which:
 - a. **you** must submit; or
 - b. **you** submit with **our** consent.
2. **We** do not have to provide defense after **we** have paid an amount equal to the **limit** as the result of:
 - a. a judgment; or
 - b. a written settlement agreed to by **us**.
3. If **we** defend a suit, **we** will pay:
 - a. the costs taxed to the **insured**;
 - b. the expenses incurred by **us**;
 - c. the actual loss of earnings by an **insured** for the time spent away from work at **our** request. **We** pay up to \$100 per day;
 - d. the necessary expenses incurred by an **insured** at **our** request;
 - e. pre-judgment interest awarded against any **insured** on that part of the judgment **we** pay. If **we** offer to pay the **limit**, **we** will not pay any pre-judgment interest based on that period of time after the offer;
 - f. the interest which accrues beginning with entry of a judgment and ending when **we** tender, deposit in court, or pay up to **our limit**; and
 - g. the cost of appeal bonds or bonds for the release of attachments up to **our limit**. **We** are not required to apply for or furnish such bonds.

EXCLUSIONS

We do not pay for **bodily injury**, **property damage**, or **personal injury** resulting from one or more of the following excluded **occurrences** or offenses. This applies regardless of other causes, **occurrences** or offenses that contribute to or aggravate the **bodily injury**, **property damage**, or **personal injury** whether such causes, **occurrences**, or offenses act to produce the **bodily injury**, **property damage**, or **personal injury** before, at the same time as, or after the excluded **occurrence** or offense.

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, AND/OR PERSONAL INJURY

1. **We do not pay for bodily injury or property damage:**

- a. which is expected by, directed by, or intended by the **insured**; or
- b. that is the result of intentional and malicious acts of the **insured**.

This exclusion does not apply to **bodily injury** that arises out of the use of reasonable force to protect people or property.

2. **We do not pay for bodily injury, property damage, or personal injury** which is assumed by the **insured** under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an **insured** would have had in the absence of the contract or agreement; or
- b. **bodily injury or property damage** covered under Incidental Contractual Liability Coverage, provided that the **bodily injury or property damage** occurs after the effective date of the contract or agreement.

3. **We do not pay for bodily injury, property damage, or personal injury** that arises out of the rendering or the failure to render a professional service.

4. **We do not pay for bodily injury, property damage, or personal injury** that arises out of the use of "motorized vehicles" in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.

5. **We do not pay for bodily injury, property damage, or personal injury** arising out of any premises other than an **insured premises**.

6. **We do not pay for bodily injury, property damage, or personal injury** that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of:

- a. an aircraft;
- b. a **motorized vehicle**; or
- c. a watercraft,

except as covered under Incidental Vehicle Coverage.

This includes vicarious liability, whether or not statutorily imposed, for actions of a minor owning, operating, maintaining, using, occupying, renting, loaning, entrusting, supervising, loading, or unloading of an aircraft, a **motorized vehicle**, or a watercraft.

7. **We do not pay for:**

- a. **bodily injury or personal injury** to an employee of the **insured** if it occurs in the course of employment by the **insured**; or
- b. consequential injury to a spouse, child, parent, brother, or sister of such injured employee.

This exclusion applies where the **insured** is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for **damages** arising out of paragraph 7.a. or 7.b. above.

This exclusion does not apply to liability assumed by the **insured** under a contract covered under Incidental Contractual Liability Coverage.

8. **We do not pay for bodily injury, personal injury, or property damage** that results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid, or gases, waste material or other irritants, contaminants, or **pollutants** into or upon land, the atmosphere, or water course, body of water, bog, marsh, swamp, or wetland at any time.

However, this exclusion does not apply to **bodily injury or property damage** that results from the heat, smoke, or fumes of a hostile fire on an **insured premises** that becomes uncontrollable or breaks out from where it was intended to be.

9. **We do not pay for bodily injury, personal injury, or property damage** that results from 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.

10. **We do not pay for bodily injury, property damage, or personal injury** which results from **business** of an insured except the rental of the **insured premises**.

11. **We do not pay for any loss, cost, or expense** arising out of any:

- a. request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **pollutants**; or
- b. claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of **pollutants**.

12. **We do not pay for bodily injury or personal injury** if benefits are provided or are required to be provided by the **insured** under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

13. **We do not pay for bodily injury, property damage, or personal injury** which results from declared or undeclared war, civil war, insurrection, rebellion, riot,

revolution, warlike acts by a military force or military personnel, or destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

14. **We do not pay for **bodily injury** or **personal injury** that arises out of any:**

- a. refusal to employ;
- b. termination of employment;
- c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, acts, or omissions; or
- d. consequential **bodily injury** or **personal injury** as a result of paragraph 14.a., 14.b., or 14.c. above.

This exclusion applies where an **insured** is liable either as an employer or in any other capacity, or there is an obligation to fully or partially reimburse a third person for **damages** arising out of paragraph 14.a., 14.b., 14.c., or 14.d. above.

15. **We do not pay for **bodily injury**, **property damage**, or **personal injury** that arises out of the ownership, use, maintenance, rental, or holding for rental of any part of an **insured premises** for purposes other than those related or incidental to residential use.**

16. **We do not pay for **bodily injury**, **property damage**, or **personal injury** that arises out of lead in any form.**

17. **We do not pay for any loss, cost, or expense arising out of any:**

- a. request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
- b. claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.

18. **We do not pay for **bodily injury**, **property damage**, or **personal injury** resulting from corporal punishment, sexual, mental, or physical abuse, sexual exploitation or molestation, or any similar act, harm, injury, or damage to any person whether or not committed by or with the knowledge or consent of an **insured**.**

19. **ABSOLUTE MOLD EXCLUSION – We do not pay for **bodily injury**, **property damage**, or **personal injury**:**

- a. arising out of **mold or microbial matter**, or
- b. arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **mold or microbial matter**, wet or dry rot.

Mold or Microbial Matter includes mold, fungi, viral or bacterial matter that reproduces by spores or splitting of cells, whether or not such matter is living; and protists, including, but not limited to algae and slime mold.

20. **We do not pay for any loss, cost or expense arising out of any:**

- a. request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **mold or microbial matter**; or
- b. claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of **mold or microbial matter**.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PERSONAL INJURY

1. **We do not pay for **personal injury** arising out of willful violation of an ordinance, statute, or regulation by an **insured** or with the **insured's** consent.**
2. **We do not pay for **personal injury** arising out of:**
 - a. oral or written publication of material done by or at the direction of an **insured** who knew it was false; or
 - b. oral or written publication of the same or similar material by or on behalf of an **insured** that took place prior to the effective date of this insurance.
3. **We do not pay for **personal injury** to any person arising out of civic or public activities performed for pay by an **insured**.**

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

1. **We do not pay for **property damage** to property owned by, occupied by, or rented to **you**.**
2. **We do not pay for **property damage** to premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises.**
3. **We do not pay for **property damage** to property used by or loaned to **you**.**
4. **We do not pay for **property damage** to either business or non-business personal property in the care, custody, or control of the **insured**.**

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

These exclusions apply in addition to the other exclusions that apply to **bodily injury**.

1. **We do not pay for medical expenses for **bodily injury** to an **insured** or other person who resides on the **insured premises**.**
2. **We do not pay for medical expenses for **bodily injury** to a person hired by or on behalf of any **insured** to do work for:**

- a. an **insured**; or
 - b. a tenant of an **insured**.
3. **We** do not pay for medical expenses for **bodily injury** to a person injured on that part of an **insured premises** that the person normally occupies.
 4. **We** do not pay for medical expenses for **bodily injury** to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.
 5. **We** do not pay for medical expenses for **bodily injury** to a person, caused by any nuclear hazard (nuclear means nuclear reaction, radiation, radioactive contamination including radon, or any result of these). This includes the negligent, defective, or improper design or construction or maintenance of a nuclear facility or other act or omission which results in a nuclear hazard.
- (d) the securing of and giving of evidence; and
 - (e) obtaining the attendance of all witnesses.
- b. In the case of a medical payments loss:
 - (1) the injured person (or one acting on such person's behalf) must:
 - (a) give **us** written proof of claim (under oath if requested) as soon as practicable; and
 - (b) give **us** permission to get copies of the medical records; and
 - (2) the injured person must submit to medical exams by doctors chosen by **us** when and as often as **we** may reasonably require.
 - c. In the case of a loss covered under Damage to Property of Others, **you** must give **us** a signed, sworn statement of loss within 60 days after the loss and **you** must exhibit the damaged property if it is within **your** control.

WHAT MUST BE DONE IN CASE OF LOSS (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

1. **Notice**
 - a. In the case of an **occurrence**, or if an **insured** becomes aware of anything that indicates that there might be a claim under this Owners', Landlords', and Tenants' Liability Coverage, **you** must arrange for prompt notice to be given to **us** or **our** agent. Notice to **our** agent is notice to **us**.
 - b. The notice to **us** must state:
 - (1) the **insured's** name;
 - (2) the policy number;
 - (3) the time, the place, and the circumstances of the **occurrence**, or the situation that indicates that there might be a claim; and
 - (4) the names and addresses of all known and potential claimants and witnesses.
2. **Cooperation** - All **insured's** involved with an **occurrence** or an offense must cooperate with **us** in performing all acts required by this Owners', Landlords', and Tenants' Liability Coverage.
3. **Volunteer Payments** - An **insured** must not make payments or assume obligations or other costs except at the **insured's** own cost. This does not apply to first aid to others at the time of **bodily injury**.
4. **Other Duties**
 - a. If a claim is made or suit is brought, the **insured** must:
 - (1) promptly send to **us** copies of all legal papers, demands, and notices; and
 - (2) at **our** request assist in:
 - (a) a settlement;
 - (b) the conduct of suits. This includes the attendance at trials or hearings;
 - (c) the enforcing of rights against all parties who may be liable to an **insured** for the injury or damage;

HOW MUCH WE PAY – (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

1. The **limits**, shown on the **declarations** and subject to the following conditions, are the most **we** pay regardless of the number of:
 - a. **insureds** under this Owners', Landlords', and Tenants' Liability Coverage;
 - b. persons who sustain injury or damage; or
 - c. claims made or suits brought.
- The payment of a claim under Coverage M does not mean that **we** admit **we** are liable under other coverages.
2. The Each Occurrence Limit is the most **we** will pay for the total of:
 - a. all **damages** under Coverage L; and
 - b. all medical expenses under Coverage M, due to all **bodily injury, personal injury, and property damage** arising out of a single **occurrence**.
 3. Subject to the Each Occurrence Limit, the Coverage M Limit is the most that **we** will pay under Coverage M for all medical expenses because of **bodily injury** sustained by any one person.

PAYMENT OF LOSS OR CLAIM – (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

1. **Damage to Property of Others** - At **our** option, an insured loss may be adjusted with and paid:
 - a. to **you** on behalf of the owner; or
 - b. to the owner. If **we** pay the owner, **we** do not have to pay an **insured**.
2. **Liability Coverages** - A person who has secured judgement against an **insured** for an insured loss or has liability established by a written agreement between the claimant, an **insured** and **us**, is entitled to recover under this policy to the extent of coverage provided.

CONDITIONS – (INCLUDES RESTRICTIONS OR ABRIDGEMENTS)

1. **Bankruptcy** - Bankruptcy or insolvency of an **insured** does not relieve **us** of **our** obligations under this Owners', Landlords', and Tenants' Liability Coverage.
2. **Insurance Under More Than One Policy or Coverage Part** - (This does not apply to Coverage M - Medical Payments.)
 - a. Insurance under this Owners', Landlords', and Tenants' Liability Coverage is excess over other valid and collectible insurance that applies to the loss or claim.
 - b. If more than one coverage of this policy applies to a loss, we pay no more than the actual loss.
3. **Misrepresentation, Concealment, or Fraud** - This coverage is void as to **you** and any other **insured** if before or after a loss:
 - a. **you** have or any **insured** has willfully concealed or misrepresented:
 - (1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - (2) the **insured's** interest herein; or
 - b. there has been fraud or false swearing by **you** or any other **insured** with regard to a matter that relates to this insurance or the subject thereof.
 - c. All statements made by or on behalf of the **insured**, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under the policy unless:
 - (1) the statements are contained in a written application; and
 - (2) a copy of the application is endorsed upon or attached to the policy when issued.

In order to use any representation by or on behalf of the insured in defense of a claim under the policy, the insurer must show that the representations are material and that the insurer relied on them.
4. **Separate Insureds** - Coverage provided under this Owners', Landlords', and Tenants' Liability Coverage applies separately to each **insured** against whom claim is made or suit is brought. This does not affect the **limits** stated under How Much We Pay.
5. **Subrogation** - If **we** pay under this Owners', Landlords', and Tenants' Liability Coverage, **we** may require from an **insured** an assignment of any right of recovery. **We** are not liable under this Owners', Landlords', and Tenants' Liability Coverage if any **insured** has impaired **our** right to recover. An **insured** may waive the right to recover, in writing, before an **occurrence** takes place.
6. **Suit Against Us** - No suit may be brought against **us** unless:

- a. all the **terms** of this Owners', Landlords', and Tenants' Liability Coverage have been complied with; and
- b. the amount of the **insured's** liability has been determined by:
 - (1) a final judgment against an **insured** as a result of a trial; or
 - (2) a written agreement by the **insured**, the claimant, and **us**.

No person has a right under this Owners', Landlords', and Tenants' Liability Coverage to join **us** or implead **us** in actions that are brought to determine an **insured's** liability.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply:

1. under any liability coverage, to **bodily injury** or **property damage**:
 - a. with respect to which an **insured** under the policy is also an **insured** under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its **limit** of liability; or
 - b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
 - (2) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
3. under any liability coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. the **nuclear material**:
 - (1) is at any **nuclear facility** owned by or operated by or on behalf of an **insured**; or
 - (2) has been discharged or dispersed therefrom;

- b. the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an **insured**; or
- c. the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c.) applies only to **property damage** to such **nuclear facility** and any property thereat.

NUCLEAR ENERGY LIABILITY EXCLUSION DEFINITIONS

The following definitions apply to the Nuclear Energy Liability Exclusion:

1. **Hazardous properties** include radioactive, toxic, or explosive properties.
2. **Nuclear material** means **source material**, **special nuclear material**, or "by-product material".
3. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.
4. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** means any **waste** material:
 - a. containing **by-product material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - b. resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

6. **Nuclear facility** means:
 - a. any **nuclear reactor**;
 - b. any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium;
 - (2) processing or utilizing **spent fuel**; or
 - (3) handling, processing, or packaging **waste**;
 - c. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium-223 or any combination thereof, or more than 250 grams of uranium-235; or
 - d. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such sites, and all premises used for such operations.
7. **Nuclear reactor** means any apparatus designed or used:
 - a. to sustain nuclear fission in a self-supporting chain reaction; or
 - b. to contain a critical mass of fissionable material.
8. **Property damage** includes all forms of radioactive contamination of property.

Nothing contained in this endorsement shall waive, vary, alter, or extend any of the **terms** or **limits** contained in, endorsed on or attached to this policy, except as herein specifically provided.