



## COVERAGE O-FIRE LEGAL LIABILITY

# **Tangible Property Fire Or Explosion**

Refer to the Declarations if information is not shown on this form.

This endorsement is subject to the *terms* contained in *your* policy.

If *your* policy contains Fire Legal Liability coverage, it is deleted and replaced by the coverage in this policy form.

#### **SCHEDULE**

Limit Of Liability	
\$	Each <i>Occurrence</i>

#### WHAT WE PAY FOR

We pay up to the Limit of Liability shown in the Schedule, when the *insured* is legally obligated to pay for *property* damage to tangible property of others in *your* care, custody or control to which this coverage applies, if such *property* damage arises out of fire or explosion.

We have the right and duty to defend the insured against any suit seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, provided the suit originates from property damage not otherwise excluded. We may make, at our option, any investigation and settle any claim or suit that we decide is appropriate. However, the amount we pay for damages will be limited as described in the How Much We Pay For Loss Or Claim section of the General Liability Coverage. We are not obligated to provide a defense, after we have paid, either by judgment or settlement, an amount equal to our limit of liability. No other obligations or liability to pay sums, or to perform acts or services is covered, unless specifically provided for in the Supplementary Payments section of the General Liability Coverage.

- 1. Coverage O-Fire Legal Liability applies only if:
  - a. *Property damage* is caused by an *occurrence* which takes place during the policy period and in the *coverage territory*; and
  - b. No *authorized representative* had knowledge prior to the inception of the policy period that the *property damage* occurred. If an *authorized representative* possessed such knowledge prior to the inception of the policy period, then any continuation, resumption or change of the *property damage* will be deemed to have been known prior to the policy period.
- 2. **Property damage** which occurs during the policy period includes any continuation, resumption or change of that **property damage** after the end of the policy period, provided that no **authorized representative** had knowledge prior to the inception of the policy period that the **property damage** occurred.
- 3. **Property damage** will be deemed to have been known to occur at the earliest time when any **authorized representative**:
  - a. Makes a report of all or part of the *property damage* to *us* or any other insurer;
  - b. Receives a verbal or written demand or claim for damages resulting from property damage; or
  - c. Becomes aware by any means that *property damage* has occurred or begun to occur.

### WHAT WE DO NOT PAY FOR

These exclusions apply to Coverage O-Fire Legal Liability.

**We** do not pay for:

- 1. Contractual Liability-Liability assumed by the *insured* under any contract or agreement.
  - This exclusion does not apply to liability for damages that the *insured* would have in the absence of the contract or agreement.
- 2. Expected Or Intended Injury-Property damage:
  - a. Expected, directed or intended from the standpoint of the *insured*; or
  - b. Resulting from intentional and malicious acts of the *insured*.
- 3. **Professional Service-Property damage** due to the rendering of or failure to render any **professional service**. This exclusion applies even if the claims against an **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an **insured**.

All other *terms* and conditions remain unchanged.