

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSIONS AND LIMITATIONS AMENDATORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Employment Related Practices

The following is added as an item to SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

1. "Bodily injury" or "personal and advertising 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. Any family member or dependent of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in **A.1.a.** above is directed.
2. 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.

B. Professional Services

The following is added as an item to SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C MEDICAL PAYMENTS, 2 Exclusions:

"Bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of the rendering of or failure to render any professional service.

C. Deposit Premium and Minimum Premium

SECTION IV - CONDITIONS, 5. Premium Audit, item b. is deleted and replaced by the following:

Premium shown in this Coverage Part as advance premium is both a deposit premium and a minimum premium for the full policy period. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advanced premium, notice of the amount by which it exceeds the advance premium will be sent to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, the advance premium will apply as the minimum premium, with no return premium payable to you.

Should it become necessary to institute collection activities, including litigation, in order to collect an earned premium, then, in addition to the earned premium, you shall be responsible for a collection fee of 33%, and 100% of any and all other collection expenses, fees, and costs that we incur, plus interest as provided by law.

You shall maintain records of such information as is necessary for premium computation, and shall send copies of such records at the end of the policy period and at such times during the policy period as we may direct.

D. Asbestos, Silica

The following is added as an item to SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to the actual or alleged presence or actual, alleged or threatened dispersal, discharge, emission, release, escape, handling, contact with, exposure to or inhalation or respiration of:
 - a. Asbestos, asbestos fibers or products containing asbestos provided that the "bodily injury", "property damage" or "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
 - b. Silica or products or substances containing silica.
2. This includes but is not limited to:
 - a. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the above; and
 - b. Any obligation to share damages with or repay someone else who must pay damages because of such "bodily injury", "property damage" or "personal and advertising injury".
3. This exclusion applies to all such "bodily injury", "property damage" or "personal and advertising injury" whether or not the "bodily injury", "property damage" or "personal and advertising injury" is included in the "products-completed operations hazard".

E. Fungi, Bacteria or Mold

The following is added as an item to SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

1. "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", bacteria or mold on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "bodily injury", "property damage" or "personal and advertising injury".
2. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", bacteria or mold, by any insured or by any other person or entity.
3. This exclusion does not apply to any "fungi", bacteria or mold that are on, or are contained in, a good or product intended for bodily consumption.

F. Total Pollution

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item f. Pollution is replaced by the following:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing, the effects of, "pollutants".

G. Lead or Lead Hazard

The following is added as an item to SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C MEDICAL PAYMENTS, 2 Exclusions:

“Bodily injury”, “property damage”, “personal and advertising injury”, medical payments, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to any:

1. Supervision, instructions, recommendations, warnings or advice given in connection with the above;
2. Obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such “bodily injury”, “property damage”, “personal and advertising injury”, medical payments, loss, cost, payment or expense; or
3. Request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

H. Definitions

1. SECTION V - DEFINITIONS, 15. Pollutants is deleted and replaced by the following:

15. “Pollutants” mean any solid, liquid, gaseous or thermal irritant, contaminant or toxin, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste. Waste also includes materials to be recycled, reconditioned, or reclaimed.

2. The following definition is added to SECTION V - DEFINITIONS:

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other terms and conditions of this policy remain unchanged.