

COMBINED GENERAL ENDORSEMENT

1. ABSOLUTE ASBESTOS, LEAD OR SILICA DUST - EXCLUSION

Injury or damages, including any claim or suit, arising out of, resulting from, caused or contributed to by Asbestos, Lead or Silica Dust is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising or alleged to have arisen out of same, including but not limited to any:

- a. Loss, damage, cost, liability or expense of any type, arising out of the inhalation, ingestion, physical exposure to, absorption of, or toxic substances of or from Asbestos, Lead or Silica Dust in any form, or from any goods, products or structures containing same, or "Property Damage" or devaluation of property arising from any form of same; or
- b. Existence of Asbestos, Lead, or Silica Dust, in any form, in occupancy or construction, or the manufacture, sale, transportation, handling, storage, disposal, or removal of same, or goods or products containing same; or
- c. Loss, cost, expense, fines and/or penalties arising out of any (1) request, demand, order, governmental authority or directive or that of any private party or citizen action 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 Asbestos, Lead, or Silica Dust, or (2) any litigation or administrative procedure in which any Insured or others may be involved as a party in response to the effects or alleged effects of Asbestos, Lead, or Silica Dust; or
- d. Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, containment, treatment, detoxification, neutralization, or disposal of same or in any way respond to or assess the effects of same; or
- e. Actual or alleged Asbestosis, Lead paint poisoning, Silicosis or any other similar condition.

This exclusion applies regardless of whether:

- a. An alleged cause for the injury or damage is the Insured's negligent hiring, placement, training, supervision, retention, or wrongful act.

2. ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY - EXCLUSION

Pollution/environmental impairment/contamination is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising out of or alleged to have arisen out of same. All liability and expense arising out of or related to any form of pollution, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any Insured or any other person or entity is excluded throughout this policy.

This insurance does not apply to any damages, claim, or suit arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" including but not limited to any:

- a. Any loss, damage, cost, liability or expense of any type for the devaluation of property, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or

- b. Any loss, cost, expense, fines and/or penalties arising out of any (1) request, demand, order, governmental authority or directive or that of any private party or citizen action that any Insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess same, the effects of pollutants, environmental impairments, contaminants or (2) any litigation or administrative procedure in which any Insured or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of pollutants, environmental impairments, or contaminants into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when.

"Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

This exclusion applies regardless of whether:

1. An alleged cause for the injury or damage is the Insured's negligent hiring, placement, training, supervision, retention, or, wrongful act.

3. DUTY TO DEFEND

Where there is no coverage under this policy, there is no duty to defend.

4. EMPLOYER'S LIABILITY – EXCLUSION

This insurance does not apply to any claim, suit, cost or expense arising out of "Bodily Injury" to:

- a. Any employee of a Named Insured arising out of and in the course of:
 - (1) Employment by the Insured; or,
 - (2) While performing duties related to the conduct of the Insured's business; or
- b. The spouse, child, parent, brother, sister or relative of that employee as a consequence of Paragraph 1 above.

This exclusion applies:

- a. Whether an Insured may be liable as an employer or in any other capacity; and/or,
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury; and/or,
- c. To liability assumed under any "Insured Contract."

Wherever the word "employee" appears above, it shall mean any member, associate, "leased worker", "temporary worker" or any person or persons loaned to or volunteering services to you.

5. EMPLOYMENT-RELATED PRACTICES - EXCLUSION

Employment-Related Practices, regardless of allegations, are not covered under this policy nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same, including but not limited to:

- a. Refusal to employ any person or termination of employment of any person; or
- b. Any employment-related practices, policies, acts or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any

- form, humiliation, or discrimination; or
- c. Consequential "Bodily Injury" or "Personal and Advertising Injury" as a result of 1. or 2.; or
 - d. Discrimination charges, of any kind, actual and alleged, are not covered under this policy, nor are any expenses or obligation to share damages with or repay another whom must pay from same.

6. WAR RISK - EXCLUSION

This Company shall not be liable for loss caused directly or indirectly by:

- a. Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual, impending or expected attack by:
 - (1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - (2) Military, naval or air forces; or
 - (3) An agent of such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

7. TERMS, CONDITIONS AND PREMIUM

On each renewal, continuation, anniversary of the effective date of the policy or on an annual basis, the Company will determine the rate and premium and/or amend the terms and conditions in accordance with the rates and rules then in effect.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.