

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL LIABILITY EXCLUSIONS

It is understood and agreed that:

A. Coverages (Personal Liability) and Coverage (Medical Payments) do not apply to “bodily injury” or “property damage”:

1. Arising out of or caused directly or indirectly by any Designated Animal (as per attached list) owned by the “insured” or for which the “insured” is responsible.

Designated Animal List:

- Pit Bull Terrier
- Doberman Pinscher
- Rottweiler
- Staffordshire Terrier
- German Shepherd
- Chow
- Bull Mastiff
- Huskie
- Alaskan Malamute
- Wolf/Dog Hybrids
- Great Dane
- St. Bernard
- Akita
- Rhodesian Ridgeback
- Any animal with a prior biting history, and any mixed breed of any percentage of any of the above regardless of whether the animal is part any breed not listed above.
- Any exotic pet including but not limited to a lion, tiger, snake, or alligator.

2. Arising out of or caused directly or indirectly by any actual, attempted, or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.

3. Arising out of or caused directly or indirectly by the actual or alleged:

- a) exposure to, inhalation, ingestion or existence of asbestos, or any other material, substance, or structure containing asbestos; or,
- b) repair, removal, encapsulation, abatement, replacement or handling of asbestos, or any other material, substance or structure containing asbestos;

whether or not the asbestos is or was at any time airborne, contained in a product or structure, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

4. Arising out of or caused directly or indirectly by the actual, attempted, or alleged:

- a) exposure to, inhalation, ingestion or existence of mold, mildew, fungus, spores, virus, bacteria, or other microorganism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health; or
- b) monitoring, testing, removal, encapsulation, abatement, treatment or handling of mold, mildew, fungus, spores, or other microorganism as referred to in a) above.

5. Arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or man-made.
6. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to or existence of lead or any material or substance containing lead; or
 - b) repair, removal, encapsulation, abatement, replacement or handling of lead or any other material or substance containing lead;

whether or not the lead is or was at any time airborne, contained in a product, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

This exclusion applies to any loss, cost, expense, or damages, whether direct or consequential, arising out of any:

1. request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize lead or any other material or substance containing lead or in any way respond to, or assess the effects of lead, or
 2. claim or suit relating to testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead or any other material substance containing lead or in any way responding to, or assessing the effects of lead.
7. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to, inhalation, ingestion, or existence of radon gas; or
 - b) removal, encapsulation, abatement, or handling of radon gas.
8. Arising out of:
 - a) any direct or indirect, actual, or alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants whatsoever and wheresoever occurring.
 - b) any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize pollutants, or in any way respond to, or assess the effects of pollutants.

“Pollutants” has a broad meaning and includes any and all solid, liquid, gaseous or thermal irritants or contaminants without consideration of whether it is a traditional environmental pollutant or you are an industrial polluter, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, virus, bacteria, other micro-organisms, disease, waste, and anything which is or may be harmful to persons. Waste includes materials to be recycled, reconditioned, or reclaimed.

9. Arising out of or caused directly or indirectly by ownership, possession, maintenance, use, or failure to secure of a raised play structure, tree house, swing, slide, skate or bike ramp, climbing wall or other recreational structure of any type.
10. Arising out of or caused by the failure to maintain in good condition or absence of railings for any stairs with 3 or more steps or by the failure to maintain in good condition or absence of railings for any deck which is 36 inches or taller.

- B. Coverage – Personal Liability does not apply to liability:
1. Arising from a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
 2. Arising from any act, error, or omission in respect of the provision of employee benefits of any kind by you.
- C. This insurance shall not apply to fines, penalties, punitive damages, exemplary or non-compensatory damages, or any damages resulting from the multiplication of compensatory damages.
- D. Swimming pools must adhere to local, state, and Federal Regulations and must satisfy each of the following conditions:
- 1) Cannot have a diving board or slide;
 - 2) Must have life safety signs displayed at all entry points and be visible from all areas of the pool indicating, "Swim at your own risk";
 - 3) The pool must be fenced, and gates must have self-closing hinges and self-engaging locks;
 - 4) When not in use, the fence and gates must be locked and secured;
 - 5) Pool depth markings should be clearly shown;
 - 6) Pool safety equipment must be present and in working order;
 - 7) Ground Fault Interrupters (GFI) should be fitted to any electrical circuits connected to the pool (such as pool lighting);
 - 8) Pool should be in good working order (i.e. no green or empty pools).

If any of the items above are not in compliance, personal liability and medical payments to others will be excluded via the following Exclusions which will be added to your policy, regardless of whether the foregoing caused or contributed to in any way to the loss, "bodily injury," or "property damage":

SECTION II – EXCLUSIONS

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

This insurance does not apply to loss, "bodily injury," or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, by:

- 1) Ownership, maintenance, possession, or use by any person or entity at the "insured location," of a swimming pool owned or not owned by any insured, in the care, custody, or control of insured, or over which any insured has assumed liability for another; or
- 2) Supervision by any insured of the use of any swimming pool, including use of a swimming pool not at the "insured location."

For the purpose of this exclusion, a swimming pool is an in-ground or above-ground pool of any size, depth or temperature.

All other terms and conditions of this policy remain unchanged.