

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

HOMEOWNER'S ADDITIONAL LIABILITY EXCLUSIONS ENDORSEMENT

It is agreed and understood that there is no cover under Coverage E – Personal Liability for any loss of any nature (including but not limited to “bodily injury” or “property damage” or medical payments to others) arising out of or contributed to or caused directly or indirectly by:

1. Any animal save for limited cover in relation to dogs as set out below.
2. The Insured's Personal Liability for loss or damage caused by any dog WILL be covered EXCEPT for:
 - a) Any male dog which has not been neutered
 - b) Any dog with bite history
 - c) The following breeds, both pure bred and including any mix of:
 - Akita;
 - American Bulldog
 - American Staffordshire Terrier
 - Boxer;
 - Bull Terrier;
 - Bullmastiff;
 - Cane Corso
 - Chow Chow;
 - Doberman Pinscher;
 - German Shepherd;
 - Giant Schnauzer;
 - Siberian Huskies
 - Mastiff;
 - Ovtcharka;
 - Presa Canario;
 - Pit Bull;
 - Rhodesian Ridgeback;
 - Rottweiler;
 - Neapolitan Mastiff;
 - Wolf; *or*
 - Wolf Hybrid.

It is the responsibility of the Insured to demonstrate that the dog in question does not come within the above list of breeds.

3. Sexual Abuse and/or Communicable Disease by:
 - a) the actual or threatened “abuse”, molestation, licentious, immoral or sexual behavior whether or not intended

to lead to, or culminating in, any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, any “insured”, his “employee”, or any other person; or

- b) the actual or alleged transmission of any communicable disease including, but not limited to, Acquired Immune Deficiency Syndrome(AIDS), Herpes Simplex Type 2, Syphilis and Gonorrhea; or
- c) charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any “insured” is or ever was legally responsible

The following is added to

DEFINITIONS:

“Abuse” includes, but is not limited to, negligent or intentional infliction of physical, emotional or psychological injury or harm.

4. The coverage under this policy does not apply to any claim, suit, cost or expense arising out of **assault and/or battery**, or out of any act or omission in connection with the prevention or suppression of such acts, whether caused by or at the instigation or direction of any Insured or any other person. Assault and/or battery includes bodily injury resulting from the use of reasonable force to protect persons or property.
5. The direct or indirect, actual or alleged exposure to, or existence of **electromagnetic fields**, whether naturally occurring or man-made.
6. The direct or indirect, actual or alleged exposure to, inhalation, ingestion or

existence of **radon gas** whether naturally occurring or man-made or removal, encapsulation, abatement or handling of radon gas.

7. The actual or alleged exposure to or existence of any form of parasitic insects, including but not limited to fleas and lice and bed bugs, or repair, removal, encapsulation, abatement, replacement or handling of property containing any form of parasitic insect.
8. Any unfenced swimming pool or any swimming pool (whether fenced or not), which does not comply with any city, local government, State, Federal or other governmental authority laws, regulation or safety requirement.
9. Any trampoline or other rebounding device. However, if the trampoline or rebounding device is used in conjunction with a safety net (and that safety net is in use at the time of the loss) we will provide cover under Coverage E – Personal Liability up to the limit of USD 300,000 or the limit of Personal Liability coverage, whichever is the lesser.
10. Any use, ownership or maintenance of any **aircraft**.

Aircraft is defined as any contrivance used or designed for flight including model and hobby aircraft and aircraft not designed to carry people or cargo, and including but not limited to any form of Drone, UAS (Unmanned Aircraft Systems), UAV (Unmanned Air Vehicles) and Quadcopters.

The definition of Aircraft in this Additional Exclusion replaces the definition in the Policy.

11. Any use or threatened use, ownership or maintenance of any **firearm** including but not limited to the discharging of any firearm whether accidental or intentional. This exclusion applies to all firearms regardless of ownership or control.
12. **Asbestos, Lead, Silica Dust and other toxic substances:** by the inhalation, ingestion, physical exposure to, absorption of, asbestos, lead, silica dust and other toxic substances, in any form, from goods, products or structures containing same, or devaluation of property arising from same. This includes the existence of asbestos,

silica dust, lead and other toxic substances, in any form, from goods, products or structures:

- a) from any occupancy, construction, manufacture, sale, transportation, handling, storage, disposal, or removal containing asbestos, silica dust, lead and other toxic substances; and
 - b) 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, contain, treat, detoxify, neutralize, or disposal of same or in any way respond to or assess the effects of asbestos, silica dust, lead and other toxic substances.
13. The actual or alleged exposure to, inhalation, ingestion or existence of mold, mildew, fungus, spores, bacteria (including but not limited to food-borne 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 monitoring, testing, removal, encapsulation, abatement, treatment or handling of mold, mildew, fungus, spores or other microorganism.
 14. Any claim of or indemnification for fines, penalties, non-compensatory damages, **punitive or exemplary damages**. Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages. If suit is brought against the "insured" for a claim falling within coverage provided under the policy seeking both compensatory and punitive or exemplary damages, then the insurer will afford a defense to such action; however, the insurer will have no obligation to pay for any costs, interests or damages attributed to punitive or exemplary damages.
 15. The subsidence of land as a result of **landslide**, mudflow, earth sinking or shifting, resulting from operations of the "insured" or any contractor or subcontractor of the "insured".
 16. Any **home child care** or **adult care** services to a person or persons other than "insured",

whether or not in the business of child or adult care, and/or whether there is a monetary exchange or not for services.

17. Any **employment related practices**, including but not limited to wrongful termination, sexual harassment, unfair discrimination, 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 (including but not limited to the spouse, child, parent, brother or sister of that person) , or arising from any act, error or omission with respect to employee benefits of any kind by you, or other hiring or employment practices.
18. Any **Business** conducted on or off the Insured Premises.
19. Any oral or written statement that actually or allegedly slanders or libels any individual or entity or disparages the goods, products or services of any individual or entity, whether or not there was any intent to injure.
20. Any **criminal acts** and/or violation of a penal law or ordinance committed with or without the knowledge or consent of any Insured.
21. No coverage of any nature will be provided by this policy whilst the insured building is **Vacant**. For the purposes of this exclusion a property will be considered vacant if it is empty for more than 60 consecutive days.
22. The actual or alleged presence of **Pollutants**. For the purposes of this exclusion **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed. This exclusion also applies to any devaluation of property, any cost 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 effect of **Pollutants**.
23. Any Sinkhole, Sinkhole collapse, or Sinkhole activity. This exclusion applies regardless of

anything else which contributes concurrently or in any sequence to the event giving rise to the liability. For the purpose of this exclusion, the term **Sinkhole** shall mean a depression in the ground cover that results from the collapse, sinking or settlement of land into naturally occurring underground voids created by solution weathering of limestone rock or any other substance including, but not limited to, salt, gypsum or dolostone.

24. The use, operation, maintenance or removal of any kind of **Storage Tank**, including but not limited to oil tanks and fuel tanks, and including but not limited to **Storage Tanks** located underground. Also, the discharge, dispersal, disposal, emission, escape, flowing, leaching, migration, release, seepage or spillage of fuel from a fuel system or the contents of any form of Storage Tank.

Save for where expressly stated otherwise these **ADDITIONAL LIABILITY** exclusions apply both on and off the "Insured Premises".