

ENDORSEMENT ADDING DEFINITIONS; AMENDING DEBRIS REMOVAL COVERAGE;
NUCLEAR HAZARD AND POLLUTION EXCLUSION

E6018
2nd Edition

When this endorsement is attached to your policy the following provisions apply:

Under **DEFINITIONS**, the following definitions are added:

Pollutant or **pollutants** mean any solid, liquid, gaseous, or thermal or biological irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, carbon monoxide, microorganisms or biological pathogens. Biological pathogens includes bacteria, bacterium, viruses, or any part or by-product of bacteria, bacterium or viruses, including bacterial toxins. Waste includes materials to be recycled, reconditioned or reclaimed.

Pollutant or **pollutants** does not mean smoke, soot or fumes from a fire caused by one or more of the Section I - Losses Insured.

SECTION I - PROPERTY - ADDITIONAL COVERAGES

1. *Debris Removal* is deleted and replaced with the following:

1. *Debris Removal*. We will pay your reasonable expenses to remove debris caused by a covered loss to covered property under SECTION I - PROPERTY. However, we will not pay any expenses incurred by you or anyone acting on your behalf to:
 - a. extract **pollutants** from land or water or the dwelling, separate structures or personal property.
 - b. remove, restore or replace polluted land or water, dwelling, separate structures or personal property.

If the amount of loss, including debris removal expense exceeds the limit of insurance, we will pay up to an additional 5% of the limit of insurance on the damaged property.

SECTION I - LOSSES NOT INSURED

Item 3. under **SECTION I - LOSSES NOT INSURED - Applying to Coverage A and B - Dwelling and Separate Structures and Coverage C - Personal Property** is deleted and replaced with the following:

3. Nuclear Hazard

Acts or omissions of **persons** can cause, contribute to or aggravate **nuclear hazard**. Also, **nuclear hazard** can occur naturally to cause loss, or combine with acts or omissions of **persons** to cause loss. Whenever **nuclear hazard** occurs, the resulting damage is always excluded under this policy, however caused.

Acts or omissions of **persons** can cause, contribute to or aggravate the losses set forth in items 4-13 below. Also, these losses could occur naturally or combine with acts or omissions of **persons**. Whenever the losses listed in item 4-13 occur, the resulting loss is always excluded, however caused, unless specifically indicated otherwise.

SECTION I - LOSSES NOT INSURED - Applying to Coverage A and B and Separate Structures and Coverage C - Personal Property. The following is added:

14. **Pollution**. We do not cover loss consisting of, caused by, contributed to, aggravated by or resulting from discharge, dispersal, seepage, migration, release or escape of **pollutants**, whether on or off the **residence premises**.

Acts or omissions of **persons** can cause, contribute to or aggravate discharge, dispersal, seepage, migration, release or escape of **pollutants**, whether on or off the **residence premises**. Also discharge, dispersal, seepage, migration, release or escape of **pollutants**, whether on or off the **residence premises**, can occur naturally to cause a loss or combine with acts or omissions of persons to cause loss. Whenever discharge, dispersal, seepage, migration, release or escape of **pollutants**, whether on or off the **residence premises**, occurs, the discharge, dispersal, seepage, migration, release or escape of **pollutants**, whether on or off the **residence premises**, is always excluded under this policy, however caused.

We do not cover expenses incurred by you or anyone acting on your behalf to:

- a. extract **pollutants** from land or water, or the dwelling, separate structures or personal property.
- b. remove, restore or replace polluted land, water, dwelling separate structures or personal property.

SECTION II - LIABILITY - EXCLUSIONS

(For Special Form Homeowners Package Policy, Townhouse and Condominium Owners Package Policy and Broad Form Renters Package Policy)

Under **SECTION II - EXCLUSIONS - Applying to Coverage E - Personal Liability** item 8. is deleted and replaced with the following:

8. A. We do not cover **bodily injury** or **property damage** resulting from the actual, alleged or threatened discharge, dispersal, seepage, release, migration or escape of **pollutants**:
 - (1) at or from the **insured location**;
 - (2) at or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to you or any **insured**;
 - (3) at or from any premises, site or location which is or was at any time used by or for you or any **person** acting on your behalf for the handling, storage, disposal, processing or treatment of any **pollutant**;
 - (4) which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for you or any **person** or organization for whom you may be legally responsible; or
 - (5) at or from any premises, site or location on which you or any **person** or organization acting directly or indirectly on your behalf are performing operations to:
 - (a) transport any **pollutant** on or to any site or location used for the disposal, storage, handling, processing or treatment of **pollutants**; or
 - (b) test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
- B. We do not cover any loss, cost or expense arising out of any:
 1. request, demand, or order 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**;
 2. 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**.

The following exclusion is added:

Any claim or suit for actual, alleged, threatened or feared **bodily injury** or **property damage** for which you or any insured may be held legally liable for the actual, alleged, threatened or feared **bodily injury** or **property damage** caused by lead or lead poisoning.

Lead poisoning includes, but is not limited to:

- a. actual **bodily injury** due to exposure to lead or products, objects or substances containing lead.
- b. accidental or deliberate ingestion of lead in any form or substance.

We have no duty to defend any claim or suit, whether or not false or fraudulent, for any actual, alleged, threatened or feared **bodily injury** or **property damage** by lead or lead poisoning.

SECTION II - LIABILITY - EXCLUSIONS

(For Protector Plus Homeowners Package Policy)

Under **SECTION II - EXCLUSIONS - Applying to Coverage E - Personal Liability** item 12. is deleted and replaced with the following:

- 12.A. We do not cover **bodily injury**, **property damage** or personal injury resulting from the actual, alleged or threatened discharge, dispersal, seepage, release, migration or escape of pollutants:

- (1) at or from the **insured location**;
- (2) at or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to you or any **insured**;
- (3) at or from any premises, site or location which is or was at any time used by or for you or any **person** acting on your behalf for the handling, storage, disposal, processing or treatment of any **pollutant**;
- (4) which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for you or any **person** or organization for whom you may be legally responsible; or
- (5) at or from any premises, site or location on which you or any **person** or organization acting directly or indirectly on your behalf are performing operations to:
 - (a) transport any **pollutant** on or to any site or location used for the disposal, storage, handling, processing or treatment of **pollutants**; or
 - (b) test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

B. We do not cover any loss, cost or expense arising out of any:

1. Request, demand, or order 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**;
2. 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**.

The following exclusion is added:

Any claim or suit for actual, alleged, threatened or feared **bodily injury, property damage** or personal injury for which you or any insured may be held legally liable for the actual, alleged, threatened or feared **bodily injury, property damage** or personal injury caused by lead or lead poisoning.

Lead poisoning includes, but is not limited to:

- a. actual **bodily injury** or personal injury due to exposure to lead or products, objects or substances containing lead.
- b. accidental or deliberate ingestion of lead in any form or substance.

We have no duty to defend any claim or suit, whether or not false or fraudulent, for any actual, alleged, threatened or feared **bodily injury, property damage** or personal injury by lead or lead poisoning.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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