

MKH 01 (12/02)

This endorsement modifies insurance provided by this policy:

Assault and/or Battery Exclusion

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. Furthermore, assault and/or battery includes bodily injury resulting from the use of reasonable force to protect persons or property.

Absolute Pollution Exclusion Endorsement -(Comprehensive Personal Liability Coverage)

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 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 regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. All wording is replaced by the following:

(A) Bodily Injury, Property Damage, or Damages 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, contaminants into or upon land, premises, buildings, the atmosphere, any water course, body 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, vapour, soot, fumes, fibers, radiation, acid, alkalis, petroleum, chemicals or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

Asbestos, Lead & Silica Dust Exclusion

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:

(A) Bodily injury, property damage or medical expenses of any type, arising out of the inhalation, ingestion, physical exposure to, absorption of, or toxic substances 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, silica dust or lead, 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

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 same.

All Terrain Vehicle Exclusion

This insurance does not apply to and no duty to defend is provided by us for any claim or claims arising out of:

(1) The ownership, maintenance, use, loading or unloading of motor vehicles, all terrain vehicles (ATV's) or all other motorised land conveyances, including trailers, owned or operated or rented or loaned to an insured.

(2) The entrustment by an insured of a motor vehicle, all terrain vehicle (ATV), or any other motorised land conveyance to any person.

The above applies whether or not the ATV is used upon the insured's land or not.

Communicable Disease Exclusion

There is no coverage afforded by this policy for any liability arising out of the transmission of a communicable disease by an insured or by any other person for whom the insured is legally responsible.

Punitive and/or Exemplary Damages Exclusion

Punitive or exemplary damages 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.

Swimming Pool Exclusion and Limitation

No coverage is provided under this policy for Bodily Injury arising from the insured's ownership of a swimming pool that is unfenced and/or not in compliance with the city or state laws or safety requirements. The limit of liability that is applicable to any claim or suit brought against an insured relating to swimming pools is \$25,000 including all expenses and defense costs.

Medical Payments to Others

The limit of liability stated under medical payments on the policy face applicable to each person is the limit of liability for all expenses incurred by or on behalf of each person who sustains Bodily Injury as the result of any one accident. The limit of liability for all expenses incurred by or on behalf of two or more persons who sustain Bodily Injury as the result of any one accident is \$25,000.

Animal Exclusion

This policy does not cover liability for property damage or bodily injury caused by any animals or pets whether owned by the insured or not and whether disclosed or not on the application. The term "animal" shall include all living organisms capable of movement and sensation except human beings.

Gun Clause

No coverage is provided hereunder for any bodily injury, property damage or medical payments resulting from or attributed to the discharging of any firearm whether accidental or intentional.

Trampoline or Rebounding Device Exclusion

This policy does not apply to bodily injury, property damage or medical payments arising out of the ownership, maintenance, use or existence of any trampoline or similar rebounding device.

Exclusion -Total Mold, Mildew or Other Fungi - MKO06 (01/02)

Notwithstanding any provision to the contrary within the policy of which this endorsement forms a part, or within any other endorsement which forms a part of this policy, we do not cover:

- a. Property damage; or
- b. Bodily injury; or
- c. Debris removal; or
- d. Loss of use; or
- e. Additional living expenses (ALE); or
- f. Medical Payments to others; or
- g. Personal injury; or
- h. Business interruption losses; or
- i. Any increase in insured loss, damage, cost, or expense; or
- j. Any loss, cost, expense, fine, or penalty which is incurred, sustained or imposed by order, direction, instruction or request of or by agreement with any court, governmental agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation); or
- k. Any loss, damage, cost or expense

in connection with or arising out of exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term "organic pathogen" or "organic pathogens" means any organic irritant or contaminant including but not limited to the following: mold, fungus, bacteria, or virus including but not limited to their by-products such as mycotoxins, mildew, or biogenic aerosol. "Organic pathogen" includes but is not limited to the following fungi or mycotoxins produced by such fungi: Aspergillus, Penicillium, Stachybotrys chartarum, Trichodema, and Fusarium Memnoniella.

This exclusion also applies to any claim arising out of allegations of acts or omissions by or on behalf of the insured in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. There shall be no obligation to defend the insured against any claim or loss excluded by this endorsement regardless of whether the allegations forming the basis of the claim or loss are groundless, false, or fraudulent.

This exclusion includes but is not limited to (1) any cost, expense or charge to test, monitor, cleanup, remediate, remove, contain, treat, detoxify, neutralise, rehabilitate, or in any way respond to or assess the effects of mold, mildew, mycotoxins, fungi or organic pathogen; or (2) any cost, expense or charge in connection with the actual or alleged discharge, dispersal, seepage, migration, release, escape, exposure to, manifestation, appearance, presence, or growth of mold, mildew, mycotoxins, fungi or organic pathogens.

Duty to Defend

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