

ATLANTIC CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EXCLUSIONS/LIMITATIONS - COMBINATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION – COMMUNICABLE DISEASE

We do not cover any claim, loss, costs or expense for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the transmission of or alleged transmission of any communicable disease.

AGL-001 1/03

EXCLUSION – LEAD-BEARING SUBSTANCE

We do not cover any claim, loss, costs or expense for “bodily injury”, “personal and advertising injury” caused by plumbism (lead poisoning) or any disease or ailment caused by or aggravated by exposure, consumption or absorption of lead.

We do not cover any claim, loss, costs or expense for “property damage” arising out of the actual or alleged presence of lead in any form, including the costs of remedial investigations or feasibility studies, or to the cost of testing, monitoring, cleaning up or removal of any lead-bearing substance.

AGL-002 1/03

EXCLUSION – PUNITIVE DAMAGES

We do not cover any claim of or indemnification for punitive or exemplary damages. If a “suit” seeking both compensatory and punitive damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AGL-003 5/97

EXCLUSION – ASBESTOS OR SILICA

We do not cover any claim, loss, costs or expenses for “bodily injury”, “personal and advertising injury” caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos or silica.

We do not cover any claim, loss, costs or expense for “property damage” due to or arising out of the actual or alleged presence of asbestos or silica in any form, including the cost of remedial investigations or feasibility studies, or to the cost of testing, monitoring, cleaning and removal of any property or substance.

AGL-004 8/05

EXCLUSION – INDEPENDENT CONTRACTORS / SUBCONTRACTORS

You or any insured are not covered for claims, loss, costs or expense arising out of the actions or inactions of independent contractors / subcontractors for or on behalf of any insured.

AGL-005 8/05

AGL-C-2 8/05

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EXCLUSION – SUBSIDENCE

In consideration of the premium charged, it is hereby understood and agreed that liability for “bodily injury” or “property damage” caused by, resulting from, attributable to or contributed to, or aggravated by the subsidence of land as a result of landslide, mud flow, earth sinking or shifting, resulting from operations or completed operations of the Named Insured or any other subcontractor of the Named Insured is excluded.

AGL-011 8/05

EXCLUSION – ASSAULT AND/OR BATTERY

1. This insurance does not apply to and we have no duty to defend any claims or “suits” for “bodily injury” “property damage” or “personal and advertising injury” arising in whole or in part out of:
 - a) the actual or threatened assault or battery whether caused by or at the instigation or direction of any insured, his employees, patrons or any other person;
 - b) the failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
 - c) the negligent:
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) training;
 - (v) retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) or (b) above.
2. For the purpose of this endorsement, the words, “assault and/or battery” are intended to include, but are not limited to, sexual assault.
3. Exclusion 2.a. of the Commercial General Liability Coverage Form is deleted in its entirety and replaced by the following:
 - a) “bodily injury” or “property damage” expected or intended from the standpoint of any insured.

AGL-046 1/03

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EXCLUSION – CLAIMS IN PROCESS

Paragraphs b. (3) , c. and d. under **Insuring Agreement of Section I – Coverage A – bodily Injury and Property Damage Liability**, are deleted. The following is added to 2. Exclusions under **Section I – Coverage A – bodily Injury and Property Damage Liability**:

1. any loss or claim for damages arising out of or related to “bodily injury” or “property damage” , whether known or unknown:
 - a. which first occurred prior to the inception date of this policy; or
 - b. which is, or is alleged to be, in the process of occurring as of the inception date of this policy.

2. any loss or claim for damages arising out of or related to “bodily injury” or “property damage”, whether known or unknown, which is in the process of settlement, adjustment or “suit” as of the inception date of this policy.

We shall have no duty to defend any insured against any loss, claim, “suit” or other proceeding alleging damages arising out of or related to “bodily injury” or “property damage” to which this endorsement applies.

AGL-048 1/03

EXCLUSION – EIFS

We do not cover claims. Loss, costs or expense for “Bodily injury”, “Property damage” or “Personal and advertising injury” arising from:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an exterior insulation and finish system (commonly referred to as synthetic stucco or EIFS) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work, operations or completed operations with respect to any exterior component, fixture or feature of any structure if any exterior insulation and finish system is used on any part of that structure.

For the purpose of this endorsement, an exterior insulation and finish system means an exterior cladding or finish system used on any part of any structure, and consisting of:

- a) a rigid or semi-rigid insulation board made of expanded polystyrene or other materials, and
- b) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate, and
- c) a reinforced base coat, and
- d) a finish coat providing surface texture and color.

AGL-050 8/05

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EXCLUSION – MOLD, BACTERIA, VIRUS AND ORGANIC PATHOGEN LIABILITY

The following supercedes the terms and conditions of this policy. This insurance does not apply:

1. to any alleged “bodily injury”, “property damage”, “personal and advertising injury”;
2. to any alleged damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
3. to any loss, cost or expense, including but not limited to fines, penalties and attorney fees, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “organic pathogens”, or
4. to any litigation or administration procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence or in any sequence out of actual, alleged or threatened existence, exposure to, discharge, dispersal, release or escape of “organic pathogens”, whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any alleged “bodily injury”, “property damage”, “personal and advertising injury”, loss, cost or expense including but not limited to fines, penalties and attorney fees, arising out of or related to any form of “organic pathogens”, whether or not such actual, alleged or threatened existence, exposure to, discharge, dispersal, release or escape is negligently or intentionally caused by any person or entity and whether or not the liability of any insured is alleged to be direct or vicarious. This exclusion also applies whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of any insured.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproducts such as mycotoxin, mildew, or biogenic aerosol.

All other terms and conditions remain unchanged.

AGL-054 1/05

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EXCLUSION OF INJURY TO EMPLOYEES, CONTRACTORS AND EMPLOYEES OF CONTRACTORS

Exclusion e. **Employer's Liability of Coverage A. Bodily Injury and Property Damage Liability (Section I – Coverages)** is replaced by the following:

This insurance does not apply to:

- (i) “bodily injury” to any “employee” of any insured arising out of or in the course of:
 - (a) Employment by any insured; or
 - (b) Performing duties related to the conduct of any insured's business;
- (ii) “bodily injury” to any “contractor” arising out of or in the course of the rendering or performing services of any kind or nature whatsoever by such “contractor” for which any insured may become liable in any capacity; or
- (iii) “bodily injury” sustained by the spouse, child, parent, brother or sister of any “employee” of any insured, or of a “contractor”, as a consequence of any injury to any person as set forth in paragraphs (i) and (ii) of this endorsement.

This exclusion applies to all claims and “suits” by any person or organization for damages because of “bodily injury” to which this exclusion applies including damages for care and loss of services.

This exclusion applies to any obligation of any insured to indemnify or contribute with another because of damages arising out of “bodily injury” to which this exclusion applies, including any obligation assumed by an insured under any contract.

With respect to this endorsement only, the definition of “Employee” in the DEFINITIONS (Section V) of CG0001 is replaced by the following:

“**Employee**” shall include, but is not limited to, any person or persons hired, loaned, leased, contracted, or volunteering for the purpose of providing services to or on behalf of any insured, whether or not paid for such services and whether or not an independent contractor.

As used in this endorsement, “**contractor**” shall include but is not limited to any independent contractor or subcontractor of any insured, any general contractor, any developer, any property owner, any independent contractor or subcontractor of any general contractor, any independent contractor or subcontractor of any developer, any independent contractor or subcontractor of any property owner, and any and all persons working for and or providing services and or materials of any kind for these persons or entities mentioned herein.

All other terms and conditions remain unchanged.

AGL-055 8/05

LIMITATION – DUTY TO DEFEND

Where there is no coverage under this policy, there is no duty to defend any insured. We are entitled to all rights of reimbursement from you or any insured or indemnitee for sums paid under this policy if it is determined that there is no coverage under the terms, conditions or exclusions of this policy.

AGL-056 8/05

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EXCLUSION – NEW ENTITIES

Paragraph 4. of WHO IS AN INSURED (Section II) does not apply.

CG 21 36 01 96

EMPLOYMENT – RELATED PRACTICE EXCLUSION

- A. The following exclusion is added to paragraph 2., Exclusions of **Coverage A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)**:

This insurance does not apply to:

“Bodily Injury” to:

- 1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- 1) Whether the insured may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage B – Personal And Advertising Injury Liability**

This insurance does not apply to:

“Personal and advertising injury” to:

- 1) A person arising out of any:
 - a) Refusal to employ that person;
 - b) Termination of that person’s employment; or
 - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of “personal injury” to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

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This exclusion applies:

- 1) Whether the insured may be liable as an employer or in any other capacity; or
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

CG 21 47 7/98

TOTAL POLLUTION EXCLUSION ENDORSEMENT

Exclusion f. under paragraph 2., Exclusions of Section I - Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

This insurance does not apply to:
f. Pollution

(1) “Bodily injury” or “property damage” which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory requirement 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”: or

(b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to, or assessing the effects of “pollutants”.

The Definition of “Pollutants” in Section V – Definitions is deleted and replaced by the following:

“Pollutants” means solid, liquid, gaseous, or thermal irritant or contaminant or all material for which a Material Safety Data Sheet is required pursuant to federal, state or local laws, where ever discharged, dispersed, seeping, migrating or released, including onto or into the air or any air supply, water or any water supply or land, including but not limited to petroleum, oil, heating oil, gasoline, fuel oil, carbon monoxide, industrial waste, acid, alkalis, chemicals, waste, sewage; and associated smoke, vapor, soot and fumes from said substance. Waste includes material to be recycled, reconditioned, or reclaimed.

AGL-064 1/05

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EXCLUSION – VOLUNTEER WORKERS

A. Paragraphs **2.a. Exclusions of Section I – Coverage C – Medical Payments** is replaced by the following:

We will not pay expenses for “bodily injury”:

a. To any insured

B. Paragraphs **2.a.** and **2.b.** of **Section II – Who Is An Insured** are replaced by the following:

2. Each of the following is also an insured:

a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to conduct of your business. However, none of these “employees” is an insured for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” or while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) “Property damage” to property:

- (a) Owned , occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your “employees”, any partner or member (if you are partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your “employee”), or any organization while acting as your real estate manager.

C. Definition **20.** “volunteer worker” of **Section V – Definitions** does not apply.

CG 21 66 10/01

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EXCLUSION – CHROMATED COPPER ARSENATE (CCA)

We do not cover any claim, loss, costs or expense for "bodily injury" or "personal and advertising injury" or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of Chromated Copper Arsenate (CCA).

We do not cover any claim, loss, costs or expense for "property damage" due to or arising out of the actual or alleged presence of Chromated Copper Arsenate (CCA) in any form, including the cost of remedial investigations or feasibility studies, or to the cost of testing, monitoring, cleaning or removal of any property or substance.

AGL-065 1/05

MAXIMUM AVAILABLE LIMIT OF INSURANCE ENDORSEMENT

When two or more coverage forms, coverage parts or policies issued by us:

This endorsement applies to all coverage forms or coverage parts and policies providing bodily injury and property damage liability and/or damage to premises rented to you and/or medical payments and/or products-completed operations and/or personal and advertising injury coverage.

For any loss, claim, cost or expense arising out of one occurrence:

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same occurrence, the maximum per occurrence Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy.

This endorsement applies to any insured including but not limited to any additional insured.

AGL-066 8/05