SILICA EXCLUSION

~~Refer to Supplemental Declarations if information is not shown on this form.~~
~~The amended coverage provided under this~~This endorsement is subject to the ***terms*** contained in ~~the General Policy Provisions and the Liability Coverage~~***your*** policy.

~~Policy No. _____.~~
~~***Named Insured*** _____.~~

~~ADDITIONAL~~ DEFINITIONS

The following definition ~~is added to the DEFINITIONS Section:~~ applies to this policy form:

1. ***Silica*** means: ~~the mineral, silicon dioxide, including ***silica*** particles, ***silica*** dust, or ***silica*** in any form or any substance containing ***silica*** either alone or when combined with other substances.~~
   a. The mineral, silicon dioxide, including ***silica*** particles, ***silica*** dust, or ***silica*** in any form; or
   b. Any substance containing ***silica*** either alone or when combined with other substances.

WHAT *WE* DO NOT PAY FOR

The following ~~exclusion is~~exclusions are added to ~~the EXCLUSIONS shown in the~~Coverage L-***Bodily Injury*** And ***Property Damage***, and when applicable to ***your*** policy, Coverage P-***Personal And Advertising Injury*** Liability ~~Coverage:~~.

1. ***We*** do not pay for ***bodily injury***, ***property damage*** ~~or where~~, and when applicable to ***your*** policy, ***personal*** ~~***injury*** or~~***and*** ***advertising injury***, arising ~~from~~out of the actual, alleged, or threatened exposure to or ingestion, inhalation, absorption or presence of ***silica*** in any form or to any harmful substance related to ***silica***. This exclusion applies to any ***occurrence***, notice, claim or ***suit*** arising out of ~~or resulting from~~ the deleterious health effects associated with:

~~1.~~ ~~the~~ a. The existence of ***silica***;
~~2.~~ ~~the~~ b. The handling or storage or transportation of ***silica***;
~~3.~~ ~~the~~ c. The disposal of ***silica***;
~~4.~~ ~~structures~~ d. Structures, products, property or manufacturing processes containing ***silica***;
~~5.~~ ~~any~~ e. Any obligation to share in damages or repay another party or entity who must pay damages due to injury or damage resulting from ***silica***;
~~6.~~ ~~any warranties, whether they are~~ f. Any express or implied warranties;
~~7.~~ ~~any~~ g. Any supervision, instructions, recommendations, warnings or advice given or which should have been given; ~~and/~~or
~~8.~~ ~~any~~ h. Any necessary recall of products.

2. ***We*** do not pay for any loss, cost or expense arising out of ~~or resulting from the~~:
   a. The deleterious health effects associated with ***silica*** ~~for any~~;
   b. Any denial of access to property from ~~any~~ ***silica*** ~~or cost or expense arising from the~~; or
   c. The abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any manner responding to, or assessing the effects of ***silica*** ~~sustained by an ***insured*** or another person or entity .~~;

   By an ***insured*** or another person or entity.

All other ***terms*** and conditions remain unchanged.

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