

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL EXCLUSIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following are added to **SECTION 1 – COVERAGES, 2. Exclusions:**

#### **a. Aircraft Products**

Any loss, expense or cost arising out of "Aircraft Products" or reliance upon representation or warranty made with respect to such products, nor to liability arising out of the "grounding" of any aircraft.

"Aircraft Products" means:

- (1) Aircraft (including missiles and spacecraft and ground support or control equipment used in connection with aircraft); or
- (2) Any product or article manufactured, sold or furnished by you for use in the manufacture, repair, operation, maintenance or use of any aircraft or spare parts for aircraft, including ground handling tools and equipment, or which is installed in any aircraft; or
- (3) Any service, labor, training aids, instructions, manuals, blueprints, engineering or other data, or engineering or other advice relating to such aircraft, products or articles provided or recommended by you.

"Grounding" means the withdrawal of any aircraft from flight operations, or the imposition of speed, passenger, or load restrictions upon any aircraft, by reason of the actual, alleged, or suspected existence of any defect, fault, or condition in such aircraft or any part of such aircraft.

A "grounding" shall be deemed to commence on the date of an accident or occurrence which discloses such defect, fault, or condition, or on the date any aircraft is first withdrawn from service on account of such defect, fault, or condition, whichever occurs first.

#### **b. Asbestos**

Any loss, expense or cost that:

- (1) may be awarded or incurred alleging actual or threatened "bodily injury" or "property damage" of any nature or kind to persons or property which would not have occurred in whole or in part but for the asbestos hazard; or
- (2) arises out of any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of an asbestos hazard; or
- (3) arises out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of any asbestos hazard.

As used in this exclusion, asbestos hazard means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**c. Lead**

Any loss, cost or expense arising out of:

- (1) actual or alleged "bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form; or
- (2) actual or alleged "property damage" arising out of any form of lead; or
- (3) any 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 lead; or
- (4) any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead; or
- (5) "Personal and Advertising Injury" arising out of any form of lead.

**d. Occupational or Environmental Disease**

Any claims or "suits" for "bodily injury" resulting from any occupational or environmental disease arising out of your operations or products and affecting any "employee" of yours or any third party.

**e. Punitive Damages**

- (1) **Applies in all states except FL and IL:** Any fines, penalties, punitive, exemplary, vindictive or other non-compensatory damages imposed upon the insured, or any multiplied portion of compensatory damages.
- (2) **Applies only in AL:** This exclusion shall not apply if any statute or court decision has held or determined such coverage to be unlawful or against public policy. This exclusion shall not apply in the case of wrongful death.
- (3) **Applies only in AR:** Punitive Damages are those damages imposed to punish a wrongdoer or to deter others from similar conduct.
- (4) **Applies only in FL:** The Company will not pay for fines, penalties, or any other money imposed on the insured for damages, or for any portion of those damages.
- (5) **Applies only in IL:** This insurance does not apply to a claim of or indemnification for punitive or exemplary damages. If a suit shall have been brought against the insured for a claim falling within the coverages provided under the policy, seeking both compensatory and punitive or exemplary damages, then the company will afford a defense to such action. The company shall not have an obligation to pay for any costs, interest, or damages, attributable to punitive or exemplary damages. If state law provides for statutory multiple damage awards, the company will pay only the amount of the award before the multiplier is applied.

All other terms and conditions of the policy remain unchanged.