



SILICA EXCLUSION

This endorsement is subject to the *terms* contained in *your* policy.

DEFINITIONS

The following definition applies to this policy form:

1. **Silica** means:
 - 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 exclusions are added to Coverage L-**Bodily Injury And Property Damage**, and when applicable to *your* policy, Coverage P-**Personal And Advertising Injury** Liability.

1. **We** do not pay for ***bodily injury, property damage***, and when applicable to *your* policy, ***personal and advertising injury***, arising 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 the deleterious health effects associated with:
 - a. The existence of *silica*;
 - b. The handling or storage or transportation of *silica*;
 - c. The disposal of *silica*;
 - d. Structures, products, property or manufacturing processes containing *silica*;
 - 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*;
 - f. Any express or implied warranties;
 - g. Any supervision, instructions, recommendations, warnings or advice given or which should have been given; or
 - h. Any necessary recall of products.
2. **We** do not pay for any loss, cost or expense arising out of:
 - a. The deleterious health effects associated with *silica*;
 - b. Any denial of access to property from *silica*; 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*;By an ***insured*** or another person or entity.

All other *terms* and conditions remain unchanged.