

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TAINTED DRYWALL MATERIAL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
COMMERCIAL EXCESS LIABILITY

This insurance does not apply to:

1. Any liability, loss, injury or damages of any kind, including but not limited to "bodily injury", "property damage", "personal and advertising injury", "reduction in value", costs or expenses, actually or allegedly arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with the actual or alleged manufacture, creation, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, release, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to test for, or failure to warn, advise of or disclose the presence of "tainted drywall material," whether or not the "tainted drywall material" is or was at any time and in any form airborne, contained in a product or a component part of a product, carried on clothing or other items, inhaled, ingested, absorbed, transmitted in any fashion or found in any form whatsoever.
2. Any liability, loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:
 - a. Clean up or removal of "tainted drywall material" or products and materials containing "tainted drywall material";
 - b. Actions necessary to monitor, assess or evaluate the actual, alleged or threatened release of "tainted drywall material" or products and material containing "tainted drywall material";
 - c. Disposal of actual or alleged "tainted drywall material" or the taking of action necessary to prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
 - d. Compliance with any law or regulation regarding "tainted drywall material";
 - e. Existence, storage, handling or transportation of "tainted drywall material"; or
 - f. Supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given with respect to "tainted drywall material."
3. Any obligation to share damages with or repay someone else in connection with Paragraphs 1. or 2. of this exclusion.

As used in this exclusion:

 1. "Tainted drywall material" means any:
 - a. Drywall, plasterboard, sheetrock or gypsum board; or
 - b. Material used in the manufacture of drywall, plasterboard, sheetrock or gypsum board;

Which:

 - a. Produces sulfuric odors, sulfuric gas, and or sulfuric acid;

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- b. Causes or contributes to the corrosion or oxidation of metal, including but not limited to metal in pipes, wiring, heating, ventilation and air conditioning systems; or
 - c. Contains synthetic gypsum, fly ash or any other material derived from coal-fired power plants, or arsenic or any radioactive compounds.
 - d. Contains any other irritant or harmful or toxic substance, whether known or unknown, which can cause, result in, or contribute to "bodily injury" or "property damage."
2. "Reduction in value" means the actual or alleged diminution in value, impairment, devaluation or loss of use of tangible property, whether or not physically injured.

It is further agreed we shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit", demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury", "property damage", "personal and advertising injury", "reduction in value" or cost or expense to which this endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.