

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,

**COMMON POLICY CONDITIONS,
LIMITATIONS & EXCLUSIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

Policy No.	Named Insured*
Endorsement effective* 12:01 A.M. standard time at the mailing address shown in the policy declarations.	Endorsement expires 12:01 A.M. standard time at the mailing address shown in the policy declarations.
*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.	

By signing below I am verifying that I have read, and had explained to me, the following endorsement and understand and agree that this endorsement accurately indicates the coverage that I have requested and received and is properly limited as indicated.

APPLICANT (SIGNATURE REQUIRED)

DATE

CALIFORNIA CHANGES (CA 01 43 10 91)

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California, this endorsement modifies insurance provided under the following:

- A.** The OTHER INSURANCE Condition is changed by adding the following:
 - d.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - 1.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos," and
 - 2.** The other provides coverage to a person not engaged in that business, and
 - 3.** At the time of an "accident," a person described in **2.** is operating an "auto" owned by the business described in **1.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in **1.** is excess over any coverage available to that person.
 - e.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - 1.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos," and
 - 2.** The other provides coverage to a person not engaged in that business, and
 - 3.** At the time of an "accident" an "insured" under the Coverage Form described in **1.** is operating an "auto" owned by a person described in **2.**, then the Coverage Form issued to the business described in **1.** is primary and the Liability Coverage issued to a person described in **2.** is excess over any coverage available to the business

WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 12 93)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to:

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“Bodily injury” or “property damage” resulting from the delivery of any liquid into the wrong receptacle or to the wrong address or from the delivery of one liquid for another, if the “bodily injury” or “property damage” occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

CALCULATION OF PREMIUM (IL 00 03 11 85)

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS (IL 00 17 11 85)

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy’s terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

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The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the cause of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (IL 00 21 04 98)

1. The insurance does not apply:

A. Under any Liability Coverage, to “bodily injury” or “property damage”:

- (1) With respect to which an “insured” under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to “bodily injury” resulting from the “hazardous properties” of “nuclear material” and arising out of the operation of a “nuclear facility” by any person or organization.

C. Under any Liability Coverage, to “bodily injury” or “property damage” resulting from “hazardous properties” of “nuclear material”, if:

- (1) The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, an “insured” or (b) has been discharged or dispersed therefrom;
- (2) The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an “insured”; or
- (3) The “bodily injury” or “property damage” arises out of the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to “property damage” to such “nuclear facility” and any property thereat.

2. As used in this endorsement:

“Hazardous properties” includes radioactive, toxic or explosive properties. “Nuclear material” means “source material”, “special nuclear material” or “by-product material”.

“Source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”.

“Waste” means any waste material (a) containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“Nuclear facility” means:

- (a) Any “nuclear reactor”;
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel”, or (3) handling, processing or packaging “waste”; (c) Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the

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total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

CALIFORNIA CHANGES—CANCELLATION AND NONRENEWAL (IL 02 70 08 97)

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancelation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

- b. 30 days before the effective date of cancelation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

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- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph **3.a.(1)** or **3.a.(2)**; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph **3.a.**

B. The following provision is added to the Cancellation Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

BUSINESSOWNERS POLICY

COMMERCIAL PROPERTY COVERAGE PART

FARM COVERAGE PART—FARM PROPERTY COVERAGE FORM

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Businessowners Policy—Business-owners Special Property Coverage Form;
 - (2) Commercial Property Coverage Part—Causes Of Loss—Special Form; or
 - (3) Farm Coverage Part—Farm Property Coverage Form; Covered Causes of Loss—Special.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1. Subject to the provisions of paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

BUSINESSOWNERS POLICY

COMMERCIAL PROPERTY COVERAGE PART

FARM COVERAGE PART—FARM PROPERTY COVERAGE FORM

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the

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first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
 - (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; andthe Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
 - d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Businessowners Policy—Business-owners Special Property Coverage Form;
 - (2) Commercial Property Coverage Part—Causes Of Loss—Special Form; or
 - (3) Farm Coverage Part—Farm Property Coverage Form; Covered Causes of Loss—Special.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph C.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage. d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

PHYSICAL DAMAGE ENDORSEMENT

It is understood and agreed that when the declarations page indicates a premium for PHYSICAL DAMAGE PART, Physical Damage coverage is provided by a separate Physical Damage policy as indicated on form SI1001 (8-02) BASIC AUTOMOBILE PHYSICAL DAMAGE DECLARATIONS, packaged with this separate Liability policy.

Furthermore, **SECTION III. TRAILER INTERCHANGE COVERAGE** and **SECTION IV. PHYSICAL DAMAGE COVERAGE** contained in form CA 00 12 12 93 truckers Coverage Form, **DO NOT** apply.

CANCELLATION FOR UNREPORTED DRIVER

In consideration of the premium charged, it is understood and agreed that:

SECTION V. TRUCKERS CONDITIONS and applies in addition to the Common Policy Conditions:

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You must report all new drivers to us within 30 days after employment by you. Should the driver not meet our underwriting standards, we reserve the right to request that you place the driver in a non-driving capacity in your employ.

You agree that a failure by you to comply with this condition of the policy will represent a material change in the hazard insured against as used in California Insurance Code 675. You further agree that we may cancel this policy in accordance with this applicable insurance code, even if the policy has been in effect for 60 days or more.

CANCELLATION FOR UNAUTHORIZED PERSON

In consideration of the premium charged, it is understood and agreed that:

The following conditions are added to **SECTION V. TRUCKERS CONDITIONS** paragraph **B. GENERAL CONDITIONS**:

B. GENERAL CONDITIONS

1. You must prohibit the use of a covered auto for the transportation of unauthorized persons. "Unauthorized Persons" means any person who is **NOT**:
 - a. You, your employees, partners, a lessee or borrower or any of their employees, or
 - b. Any person transported when aid is being rendered in case of an accident or other emergency, or
 - c. An attendant delegated to care for livestock, or
 - d. A person specifically authorized in writing by you which shall state the name of the person to be transported, the points where the transportation will begin and end and the dates such authority will begin and end.
2. Notice of authorization as described in 1. (d) above for transporting a person must be provided to and approved by us prior to the transportation of the person.

You agree that a failure by you to comply with these conditions of the policy will represent a material change in the hazard insured against as used in California Insurance Code 675. You further agree that we may cancel this policy in accordance with this applicable insurance code, even if the policy has been in effect for 60 days or more.

ABUSE OR MOLESTATION EXCLUSION

In consideration of the premium charged, it is understood and agreed that:

SECTION II - LIABILITY COVERAGE, paragraph **B. Exclusions** is amended to add the following exclusion for abuse or molestation:

This insurance **does not** apply to "bodily injury" or "property damage" arising out of the following:

Abuse or Molestation

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any insured, or
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

ANIMAL LIABILITY EXCLUSION

In consideration of the premium charged, it is understood and agreed that:

SECTION II - LIABILITY COVERAGE, paragraph **B. Exclusions** is amended to add the following exclusion for injury caused by an animal:

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This insurance **does not** apply to "bodily injury" or "property damage" arising out of the following:

Injury or Damage Caused by an Animal

"Bodily Injury" or "Property Damage" based upon, arising out of or in any way relating to any animals in the ownership, care, custody, or control of any "insured".

BROKER LIABILITY EXCLUSION

In consideration of the premium charged, it is understood and agreed that:

SECTION II - LIABILITY COVERAGE, paragraph **A. Coverage** is amended to **delete** the following paragraph under 1. Who Is An Insured:

- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

SECTION II - LIABILITY COVERAGE, paragraph **B. Exclusions** is amended to **add** the following exclusion for broker Liability:

This insurance **does not** apply to any of the following:

14. Broker Liability

1. Liability arising out of your operations or activities as a "Freight Broker".
2. Liability arising out of the operation, maintenance or use of any "auto" by any "Trucker" hired, selected or retained by you for the purpose of transporting property.
3. Liability arising out of negligent hiring, retention or selection of any "Trucker".
4. Liability assumed under or arising out of any contract or agreement made in connection with your operations or activities as a "Freight Broker" or otherwise for the purpose of arranging for the transportation of property by a "Trucker". This exclusion applies to liability assumed under any such contract or agreement regardless of whether the contract is an "Insured Contract".

SECTION VI - DEFINITIONS is amended to add the following defined term:

"Freight Broker" means any person or corporation who, for compensation, arranges or offers to arrange the transportation of property by any "Trucker".

DANGEROUS CARGO EXCLUSION

In consideration of the premium charged, it is understood and agreed that:

SECTION II - LIABILITY COVERAGE, paragraph **B. Exclusions** is amended to **add** the following exclusion for dangerous cargo:

This insurance **does not** apply to any of the following:

DANGEROUS CARGOS

"Bodily Injury" or "Property Damage" based upon, arising out of or in any way relating to the operation, maintenance or use of any covered "auto" which is transporting any explosive, blasting agent, flammable liquid, flammable solid, oxidizing agent, corrosive, compressed gas, poison, radioactive material, or other hazardous materials, hazardous waste, or hazardous substances of the type that requires the display of placards or markings during the policy period.

MOVEMENT OF OVERSIZE OR OVERWEIGHT CARGO EXCLUSION

In consideration of the premium charged, it is understood and agreed that:

SECTION II - LIABILITY COVERAGE, paragraph **B. Exclusions** is amended to **add** the following exclusion for movement of oversize or overweight cargo:

This insurance does not apply to any of the following:

MOVEMENT OF OVERSIZE OR OVERWEIGHT CARGO

"bodily injury," or "property damage" arising out of and occurring during the course of the Movement of Oversize or Overweight Cargo by an "auto" or "mobile equipment." The period of movement:

1. Begins when the cargo is loaded on to the covered auto
2. Ends when the unloading of the cargo from the covered auto ends.

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SECTION VI - DEFINITIONS is amended to **add** the following defined term:

"Movement of Oversize or Overweight Cargo" means - vehicular movement of cargo that exceeds legal limitations, regulations or requires prior permission from the state, local and/or toll authorities who directly control operation of such facilities or that subjects highway users to unusual hazard.

SILICA OR SILICA-RELATED DUST EXCLUSION

In consideration of the premium charged, it is understood and agreed that:

SECTION II - LIABILITY COVERAGE, paragraph **B. Exclusions** is amended to add the following exclusion for silica or silica-related dust:

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

SECTION VI - DEFINITIONS is amended to **add** the following defined terms:

1. **"Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. **"Silica-related dust"** means a mixture or combination of silica and other dust or particles.

All other terms, conditions, and agreements of the policy shall remain unchanged.