

ADDITIONAL EXCLUSIONS Property Section and Liability Section

For use with

Expanded Homeowners - DH 33-00 (11-87) and DH 33-02 (11-87)

Broad Named Peril Homeowners - DH 33-06 (11-87) and DH 33-07 (11-87)

In consideration of the premium charged and subject to all terms and conditions of the policy to which this endorsement is a part, the following provisions are added to this policy:

PROPERTY SECTION

LOSS NOT COVERED BY THIS POLICY

This policy does not cover any of the following losses even if such loss is directly or indirectly, proximately or remotely, concurrently or in any sequence, in whole or in part caused by, contributed to or aggravated by any **accident** even if such **accident** would otherwise have resulted in covered loss:

loss or damage caused by or resulting from the presence of or the release, discharge, escape, dispersal, seepage or migration of **pollutants** unless the release, discharge, escape, dispersal, seepage or migration is caused by or results from **accidental** damage during the policy term from fire, lightning, explosion, windstorm, hail, aircraft, vehicles, riot or civil commotion, vandalism or malicious mischief, sprinkler leakage, volcanic eruption or weight of snow, sleet or ice;

LIABILITY SECTION

Coverage for Personal Liability and Medical Payments to others does not apply to **bodily injury, personal injury or property damage**:

- (1) arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury, property damage or personal injury** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be;
- (2) or any loss, cost or expense arising out of any governmental direction or request that any **insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**;
- (3) arising out of communicable disease of any kind including sexually transmitted disease;
- (4) arising out of sexual molestation or any other sexual abuse;
- (5) arising out of fraud committed by any **insured**;
- (6) arising out of willful injury by any **insured** to the person or property of another;
- (7) caused by the willful act of any **insured** but the company shall not be exonerated by **your** negligence or the negligence of others;
- (8) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any **insured**;

DEFINITION

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.