

SILICA EXCLUSION

The Commercial Liability Coverages are amended as follows:

ADDITIONAL DEFINITIONS

The following definition is added:

"Silica" means silicon dioxide (SiO₂) including:

1. crystalline silica, silica dust, industrial sand, silica sand, quartz, quartz dust, cristobalite, tridymite, tripoli, and silica mixed with other compounds;
 2. amorphous silica and silica gel; and
 3. silica dust mixed with other dust particles.
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COMMERCIAL LIABILITY COVERAGES

1. The following is added to the exclusions under Coverage L -- Bodily Injury Liability and Property Damage Liability:

"We" do not pay for:

- a. "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";

- b. "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica"; or

- c. any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica" by any "insured" or any other person or organization.

2. The following is added to the exclusions under Coverage P -- Personal and Advertising Injury Liability:

"We" do not pay for:

- a. "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica"; or
- b. any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica" by any "insured" or any other person or organization.

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