

ENDORSEMENT AMENDING DEBRIS REMOVAL
COVERAGE AND POLLUTION EXCLUSION -
LANDLORD'S PROTECTOR POLICY

E6022

1st Edition

When this endorsement is attached to your policy the following provisions apply:

SECTION I - PROPERTY - ADDITIONAL COVERAGES

1. *Debris Removal* is deleted and replaced with the following:

1. *Debris Removal*. We will pay your reasonable expenses to remove debris caused by a covered loss to covered property under SECTION I - PROPERTY. However, we will not pay any expenses incurred by you or anyone acting on your behalf to:

- a. extract pollutants from land or water; or
- b. remove, restore or replace polluted land or water.

If the amount of loss, including debris removal expense exceeds the limit of insurance, we will pay up to an additional 5% of the limit of insurance on the damaged property.

SECTION II - LIABILITY EXCLUSIONS

Item 11 under SECTION II - EXCLUSIONS - Applying to Coverage E - Business Liability is deleted and replaced with the following:

11. A. We do not cover bodily injury or property damage resulting from the actual, alleged or threatened discharge, dispersal, seepage, release, migration or escape of pollutants:

- (1) at or from the insured location;
- (2) at or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to you or any insured;
- (3) at or from any premises, site or location which is or was at any time used by or for you or any person acting on your behalf for the handling, storage, disposal, processing or treatment of any pollutant;
- (4) which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
- (5) at or from any premises, site or location on which you or any person or organization acting directly or indirectly on your behalf are performing operations to:
 - (a) transport any pollutant on or to any site or location used for the disposal, storage, handling, processing or treatment of pollutants; or
 - (b) test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

B. We do not cover any loss, cost or expense arising out of any:

1. Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;
2. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutant or pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste materials. Waste materials include materials which are intended to be or have been recycled, reconditioned or reclaimed.

Pollutant or pollutants does not mean smoke, soot or fumes from a fire caused by one or more of the Section I - Losses Insured.

Item 12 is added as follows:

12. We do not cover any claim or suit for actual, alleged, threatened or feared bodily injury or property damage for which you or any insured may be held legally liable because of actual, alleged, threatened or feared bodily injury or property damage resulting from lead or lead poisoning.

Lead poisoning includes, but is not limited to:

- a. actual bodily injury resulting from sudden, accidental, deliberate, or repeated exposure to lead or products, objects or substances comprised of or containing lead.

b. ingestion of lead in any form or substance, whether accidental or deliberate.

We have no duty or obligation to defend any claim or suit, whether or not false or fraudulent, for any actual, alleged, threatened or feared bodily injury or property damage resulting from lead or lead poisoning.

For purposes of this endorsement, the definition of bodily injury is amended to include mental injury, anguish, distress, or fear of bodily injury which may be alleged to be caused by lead poisoning, accidental or repeated exposure to lead and products or substances which include lead, or just the mere presence of lead on the insured location in any form, substance, or object.

The definition of property damage is amended to include actual, threatened or alleged loss of value of the insured location, property on the insured location, or loss of equity, loss of rents, loss of use or feared or actual economic injury caused by the presence of lead on the insured location.

Sample

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.