

COMMERCIAL UMBRELLA LIABILITY

MINE LIMITATION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. The following paragraph is added to 2. EXCLUSIONS under SECTION I – COVERAGE in the Commercial Umbrella Liability form:

This insurance does not apply to:

2.29. Mining Operations

2.29.1. **Property damage to underground property;**

2.29.2. The increased cost of reducing any **underground property** to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage.

2.29.3. **Property damage** directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth; or

2.29.4. **Bodily injury and personal injury** to any employee of the Insured arising out of and in the course of his employment by any of the Insured(s).

2.29.5. **Bodily injury, property damage, personal injury, or advertising injury** at any location other than that at which mining operations were being conducted at the inception of the Policy unless the Insured has notified the Insurer of the commencement of such operations, and the Insurer has issued an endorsement to the Policy extending it to such operations.

Sub-paragraphs 2.29.1. and 2.29.2. of this exclusion only applies to operation of a coal mine.

Sub-paragraphs 2.29.3. and 2.29.4. of this exclusion only applies in respect to the ownership or operation of an underground mine, whether active, inactive or abandoned.

2. The following paragraph is added to 3. CONDITIONAL EXCLUSIONS TO UNDERLYING INSURANCE under SECTION I – COVERAGE in the Commercial Umbrella Liability Form:

This insurance does not apply to the following, except to the extent that such coverage is provided under the **underlying insurance**. In that event, coverage under this Policy applies only to such risks for which coverage is afforded by such **underlying insurance** and will not be broader than the coverage afforded by such **underlying insurance**:

3.7. Blasting, Explosion or Collapse

Property damage arising out of:

3.7.1. Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or

3.7.2. Collapse of or structural injury to any building or structure due to:

3.7.2.1. Grading of land, excavation, burrowing, filling or back-filling, tunnelling, pile driving, coffer-dam work, or caisson work, or

3.7.2.2. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

3.8. Underground Property

Property damage of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling, or pile driving or to injury to or destruction of property at any time resulting therefrom.

3.9. Restoration and Reclamation Operations

Bodily injury, property damage, personal injury, or advertising injury arising out of restoration, reclamation, back-filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways or streams, other than property damage to the property of others if such property damage is sudden and accidental and occurs during the **policy period**.

3. DEFINITIONS

For the purposes of this Endorsement:

Underground property means oil, gas, water or other mineral substances, including any title, interest or estate therein, which at the time of the act or omissions causing loss of, injury to or destruction of such substance, or loss impairment, or reduction of the value of such title, interest or estate has not been reduced to physical possession above the earth's surface. Such term also includes any well, hole, formation, strata or area beneath the surface of the earth in or through which exploration for or production of any such substance is carried on, or casing, pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing injury or destruction.

All other terms and conditions of the Policy remain unchanged.