

PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Words and phrases 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 Endorsement. These titles have only been inserted for ease of reading.

This Endorsement is attached to and modifies each of the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

COMMERCIAL GENERAL LIABILITY MAX;
COMMERCIAL GENERAL LIABILITY POLICY CLAIMS MADE FORM;
COMMERCIAL GENERAL LIABILITY FORM – CLAIMS MADE;
OWNERS', LANDLORDS' & TENANTS' LIABILITY;
FARM AND HOME LIABILITY;
FARM LIABILITY;
AGRICULTURAL BUSINESSES LIABILITY POLICY;
COMMERCIAL UMBRELLA COVERAGE;
COMMERCIAL EXCESS LIABILITY;
FARM UMBRELLA LIABILITY;
FARM UMBRELLA LIABILITY COVERAGE FORM;
AGRICULTURAL BUSINESSES UMBRELLA LIABILITY POLICY;
ANY EXTENSIONS, CLAUSES, OR ADDITIONS OF COVERAGE to the above base forms.

The following paragraphs are added to the Forms and apply to all coverage thereunder, including exceptions to exclusions:

1.1. This insurance does not apply to:

1.1.1. **Bodily injury, property damage, personal injury, advertising injury, compensatory damages**, punitive damages, exemplary damages or any other liability, loss, injury, damage, damages, cost, expense or other sum arising directly or indirectly, in whole or in part, out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any **PFAS** at any time; or

1.1.2. Any loss, cost or expense arising directly or indirectly, in whole or in part, out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, any **PFAS**, by any Insured or by any other person or organization.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury, property damage, personal injury, advertising injury, compensatory damages**, punitive damages, exemplary damages or other liability, loss, injury, damage, damages, cost, expense or other sum.

2.1. For the purposes of the exclusion in paragraph 1.1. above, **PFAS** refers to per- or polyfluoroalkyl substance and means any:

2.1.1. Fluorinated substance containing at least one fully fluorinated methyl or methylene carbon atom without any hydrogen, chlorine, bromine or iodine atom attached to it, including but not limited to:

2.1.1.1. Perfluoroalkyl acids (PFAAs), such as perfluorooctanoic acid (PFOA) or perfluorooctane sulfonic acid (PFOS);

2.1.1.2. Perfluoroalkane sulfonyl fluorides (PASFs);

2.1.1.3. Perfluoroalkyl iodides (PFAIs);

2.1.1.4. Fluorotelomer-based substances;

2.1.1.5. Fluoropolymers;

2.1.1.6. Side-chain fluorinated polymers;

2.1.1.7. Per- and polyfluoroalkyl ethers (PFPEs); or

2.1.1.8. Perfluoropolyethers (PFPEs);

2.1.2. Associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals, derivatives, and related degradation products or by-products of any substance described in paragraph 2.1.1. above; or

2.1.3. Good or product that consists of or contains any chemical or substance described in paragraphs 2.1.1. or 2.1.2. above, or any containers, materials, parts or equipment furnished in connection with such good or product.

All other terms and conditions of the Policy remain unchanged.