**COMMERCIAL GENERAL LIABILITY**

**EVANSTON INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMBINATION GENERAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A.** Paragraph **2.** Exclusions under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability and Coverage **B** – Personal And Advertising Injury Liability are amended as follows:

**1.** The following exclusion:

**a.** Is added to Coverage **A**; and

**b.** Replaces the Breach Of Contract exclusion in Coverage **B**:

This insurance does not apply to:

**Breach Of Contract**

Any claim arising out of actual or alleged breach of contract, whether written or oral, express or implied, implied-in-law, or implied-in-fact contract.

**2.** The following exclusions are added:

This insurance does not apply to:

**Cross Suits**

Any claim made or "suit" brought by any Named Insured covered by this policy against any other Named Insured covered by this policy.

**Discrimination**

"Bodily injury", "property damage", or "personal and advertising injury" in any way involving actual or alleged discrimination of any kind.

**Fines, Penalties, Punitive Damages, Or Exemplary Damages**

Fines, penalties, punitive damages, or exemplary damages, or any expenses or any obligation to share such damages or repay another. However, this exclusion does not apply to punitive damages from wrongful death brought under Alabama's Wrongful Death Statute.

**Hazardous Or Toxic Substances**

**(1)** "Bodily injury", "property damage", or "personal and advertising injury" in any way involving, directly or indirectly, in whole or in part, the actual, alleged, or threatened contact with, exposure to, or inhalation, ingestion, existence, or presence of "hazardous or toxic substances", regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such "bodily injury" or "property damage"; or

**(2)** Any loss, cost, or expense arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, disinfecting, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "hazardous or toxic substances" by any insured or by any other person or entity.

**Movement Of Land Or Earth**

"Bodily injury", "property damage", or "personal and advertising injury" in any way involving, directly or indirectly, in whole or in part, movement of land or earth regardless of whether movement emanates from, is aggravated by, or is attributable to any operations performed by or on behalf of any insured, whether the first manifestation occurs during the policy period or prior or subsequent thereto. Movement of land or earth includes instability, subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, bulging, cracking, mudflow, mudslide, earthquake, or shrinking or expansion of ground, slabs, footings, foundations, walls, roofs, floors, ceilings, or any other real property or part thereof.

**Professional Liability**

Any actual or alleged professional liability, errors, omissions, negligent acts, malpractice, or acts of any type including rendering or failing to render any type of professional service, unless such coverage is specifically endorsed onto the policy.

**B.** The following is added to Section **II** – Who Is An Insured:

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to any Additional Insured under this policy.

**C.** All references in this policy to minimum premium, deposit premium, and premium audit are replaced by the following:

**1.** The premium shown as advanced premium is both a deposit premium and a minimum premium for the policy term. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advanced premium, then the amount by which the earned premium exceeds the advanced premium is due and payable upon notice to you. If the earned premium is less, the advanced premium applies as the minimum premium with no return premium payable to you.

**2.** If this policy is cancelled, the pro rata or short rate of the minimum and deposit premium will apply for the policy term, subject to an absolute minimum earned premium of 25% of the total advanced premium unless final audit develops a premium greater than 25% of the total advanced premium. If your business is seasonal, the minimum premium then becomes fully earned at the end of your season.

**D.** The following definitions are added to the Definitions section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by "fungi".

"Hazardous or toxic substances" means asbestos, lead, silica, silica dust, legionella, "organic pathogens", or any hazardous waste as classified by the Environmental Protection Agency.

"Organic pathogen" means any:

**a.** Organic irritant or contaminant including, but not limited to, "fungi", wet or dry rot, bacteria, virus, or other microorganism of any type, and their byproducts; or

**b.** Disease-causing agent as classified by the Environmental Protection Agency.

However, "organic pathogen" does not include any "fungi" or bacteria that are on or contained in a good or product intended for consumption.

All other terms and conditions remain unchanged.