

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

## **ELECTROMAGNETIC FIELDS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following is added to paragraph **2. Exclusions** of both **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

### **Electromagnetic Field Emissions and/or Radiation**

1. “Bodily injury”, “property damage”, “personal and advertising injury”, or “reduction-in-value” related to any actual, alleged or threatened exposure to, presence of, contact with, release of, escape of, or discharge of electromagnetic field emissions, radiation, or any related physical phenomenon, including, but limited to, the following:
  - a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;
  - b. Any manufacture, construction or design performed in connection with the above; or
  - c. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
2. Any loss, cost or expense, including, but not limited to, payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
  - a. Claim, “suit”, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, abate, mitigate, remove, monitor, or in any respond to or assess the effects of:
    - (1) Electromagnetic field emissions and/or radiation; or
    - (2) Exposure to electromagnetic field emissions and/or radiation.
  - b. Claim, “suit”, demand, judgment, obligation, request or settlement due to any actual, alleged or threatened injury or damage from the testing for, abating, mitigating, removing, monitoring, or in any way responding to or assessing the effects of:
    - (1) Electromagnetic field emissions and/or radiation; or
    - (2) Exposure to electromagnetic field emissions and/or radiation.

This exclusion applies regardless of who manufactured, produced, sold, owned or controlled the transmission sources, transmissions lines, property or equipment that causes or is alleged to have caused the injury or damage.

- B.** With respect to the provisions of this endorsement only, the following changes are made to **Section V – Definitions**:

1. The following definitions are amended:

“Bodily injury” means bodily injury, sickness, disease, shock, fright, fear, mental injury, mental anguish and/or disability sustained and/or that may be sustained in the future, by any person, including death resulting from any of these at any time.

“Property damage” means:

- a. physical injury and/or fear and/or risk of physical injury to tangible property or property rights, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury or the advent of conditions giving rise to the fear and/or risk of physical injury that caused it;
- b. Loss of use and/or fear and/or risk of loss of use of tangible property or property rights that is not physically injured. All such loss of use and/or fear and/or risk of loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

2. The following definition is added:

“Reduction-in-value” means any claim, demand or “suit” that alleges diminution, impairment or devaluation of property.