

EXCLUSIONS

Toxic Materials; Sexual Misconduct; Employment Related Practices; and Internet Related Exposures

The Exclusions section of the policy is further amended to include the following:

This Personal Umbrella Liability Coverage does not apply to:

27. "bodily injury," "property damage," or "personal injury" arising out of, resulting as consequence of or related to the following, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss:
- a. Asbestos or materials or products containing asbestos; or
 - b. Polybutylene piping (acrylonitrile-butadiene-styrene); or
 - c. Dioxin; or
 - d. Polychlorinated biphenyls.
28. "bodily injury," or "personal injury," liability, including any loss, cost or expense, of any Insured who:
- (1) Committed or attempted; or
 - (2) Participated in; or
 - (3) Directed; or
 - (4) Knowingly allowed; or
 - (5) Failed to take action to prevent recurrence after having knowledge of;

any act of Sexual Misconduct.

"Sexual Misconduct" as utilized herein shall include, sexual molestation, sexual harassment, sexual abuse, any verbal or nonverbal communication, behavior, or conduct with sexual connotations or the infliction of physical, emotional, or psychological injury whether for purpose of sexual gratification, discrimination, intimidation, coercion or other sexual purpose.

If the Insured who participated in; who conspired with, knowingly allowed or directed a participant in; or who failed to take action after having knowledge of; any Sexual Misconduct, is an owner, partner, executive officer, director or member of the risk management or legal department, this exclusion will also apply to the Named Insured.

However, we will defend any such insured(s) against a suit to which this coverage would otherwise apply in the absence of this exclusion, but only until either a judgment or final adjudication establishes that any such insured(s) committed the sexual molestation or such insured(s) confirm that they committed the sexual molestation. If this happens, such insured(s), including the Named Insured, when this exclusion applies to them, will reimburse us for any defense expenses we have incurred or paid.

29. "bodily injury," "property damage," or "personal injury," including any related expenses arising out of, resulting as a consequence of or related to employment related practices, including, but not limited to liability related to harassment, wrongful termination or discrimination, whether under coverage written as such or otherwise.
30. "bodily injury," "property damage," or "personal injury" that results from:
- a. Any coverage written specifically to apply to Internet exposure; or
 - b. Any loss, cost or expense arising out of or related to the Internet, except if covered under any coverage not written or endorsed specifically to apply to Internet exposures. Notwithstanding the above referenced exception, the reinsurance provided under this agreement shall not apply to the following persons, entities or exposures:
 - (1) Internet Service Providers, meaning any person or entity providing access to the Internet, content over the Internet or connection to the Internet; or
 - (2) Internet Consulting Firms, which shall include but not be limited to, any person or entity engaged for another person or entity in the design, construction or management of an Internet site, chat room or bulletin board, including advertising on the Internet; or
 - (3) Application Service Providers, meaning any person or entity that provides software and associated services to a subscriber base across an area network; or
 - (4) Internet Backbone Providers, meaning any person or entity that routes or provides channels for packets that transport data from point to point on the Internet; or

(5) Any person or entity that derives ninety percent or more of gross revenue or conducts or executes ninety percent or more of business transactions on or through the Internet; or

(6) Any person or entity that provides electronic mail services; or

(7) Any person or entity that develops, supplies, and/or installs encryption software for use on the Internet.

“Internet” as utilized in this exclusion shall mean, the international computer network of interoperable packet switched data networks, also known as the worldwide web or worldwide network of computers.
