

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## NANOTUBES AND NANOTECHNOLOGY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

### Nanotubes and Nanotechnology

**A.** This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" related to the actual, alleged, or threatened presence of or exposure to "nanotubes" or "nanotechnology" in any form, or to harmful substances emanating from "nanotubes" or "nanotechnology". This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "nanotubes" or "nanotechnology". Such injury from or exposure to "nanotubes" or "nanotechnology" also includes, but is not limited to:
  - a. The existence, storage, handling or transportation of "nanotubes" or "nanotechnology";
  - b. The removal, abatement or containment of "nanotubes" or "nanotechnology" from any structures, materials, goods, products, or manufacturing process;
  - c. The disposal of "nanotubes" or "nanotechnology";
  - d. Any structures, manufacturing processes, or products containing "nanotubes" or "nanotechnology";
  - e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;
  - f. Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains "nanotubes" or "nanotechnology"; or
  - g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigations or defense, fines, penalties, interest 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, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "nanotubes" or "nanotechnology"; or

- b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "nanotubes" or "nanotechnology" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "nanotubes" or "nanotechnology" by any insured or by any other person or entity; or

- c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "nanotubes" or "nanotechnology".

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the "nanotubes" or "nanotechnology".

**B.** The following definitions are added:

"Nanotubes" means hollow cylinders of carbon atoms or carbon fibers or any type or form of "nanotechnology" which contain remarkable strength and electrical properties used in any products, goods, or materials.

"Nanotechnology" means engineering at a molecular or atomic level.