

UNDER REVISION

IX. EXCLUSIONS

This Bulletin does not apply to:

A. Claims alleging pollution:

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants*;

- At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any *covered party*;
- At or from any premises, site or location which is or was at any time used by or for any *covered party* or others for the handling, storage, disposal, processing or treatment of waste;
- Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any *covered party* or any person or organization for whom the *covered party* may be legally responsible;
- At or from any premises, site or location on which any *covered party* or any contractors or subcontractors working directly or indirectly on any *covered party's* behalf are performing operations;
- If the *pollutants* are brought on or to the premises, site or location in connection with such operations by such *covered party*, contractor or subcontractor;
- If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*.

B. Any cost, or expense arising out of any governmental order, directions or request that the *covered party* test for, monitor, clean up, remove, contain, treat, detoxify or neutralize *pollutants*.

C. Any obligation for which the *covered party* or any insurance company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or any similar law.

D. Ownership or operation of any hospital or airport.

E. Claims arising out of any professional *medical malpractice*.

- F. Fines, fees, penalties, exemplary damages or punitive damages, whether awarded by a court or by an administrative or regulatory agency.
- G. *Bodily injury or property damage* arising out of the hazardous properties of *nuclear material*.
- H. Claims arising out of or in connection with land use regulations, land use planning, the principles of eminent domain, condemnation proceedings or inverse condemnation by whatever name called, and whether or not liability accrues directly against the *covered party* or by virtue of any agreement entered into by or on behalf of any *covered party*.
- I. *Property damage* to:
 - 1. Property owned by The Regents or employee;
 - 2. Property rented to or leased to The Regents where it has assumed liability for *damages* to or destruction of such property, unless The Regents would have been liable in the absence of such assumption of liability;
 - 3. *Aircraft or watercraft* in The Regents care, custody or control.
- J. *Bodily injury or property damage* arising out of the ownership, operation, use or maintenance of any *aircraft or watercraft*.

This exclusion does not apply to:

- 1. A *watercraft* while ashore on premises the *covered party* owns or rents;
- 2. A *watercraft* the *covered party* owns that is:
 - a. Powered and less than 30 feet long or unpowered and of any length; and
 - b. Not being used to carry persons or property for a charge.
- K. Benefits payable under any employee benefit plan (whether the plan is voluntarily established by the entity or mandated by statute).
- L. Liability of a *covered party*:
 - 1. Arising, in whole or in part out of a *covered party's* obtaining remuneration or financial gain to which the *covered party* was not legally entitled; or

2. Arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any *covered party* or claims arising out of oral or written publication of material, if done by or at the direction of the *covered party* with knowledge of its falsity.

M. Claims arising out of:

1. A failure to perform or breach of a contractual obligation or fraudulent inducement to contract;
2. *Bodily injury* or *property damage* for which the *covered party* is obligated to pay *damages* by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for *damages*:
 - a. Assumed in a *covered contract*, provided the *bodily injury* or *property damage* occurs subsequent to the execution of the contract or agreement; or
 - b. That the *covered party* would have had in the absence of the contract or agreement.

N. Liability imposed under the Employment Retirement Income Security Act of 1974 or any law amendatory thereof, or any law or liability arising out of fiduciary activities as respects employee benefit plans.