PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

## **CANNABIS EXCLUSION**

The following provisions are added to "your" policy:

## DEFINITIONS

The following Definitions are added:

- 1. "Cannabis"
  - a. Except as provided in 1.b. below, "cannabis" means all parts of the plant Cannabis sativa L., whether growing or not that consists of or contains an amount of Tetrahydrocannabinol (THC) greater than 0.3% on a dry weight basis or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic. This applies even if the plant materials has been changed or mixed into any consumable item or product. Consumable items or products include but are not limited to any compound, concentrate, creams; derivative, extract, manufacture, mixture, preparation, resin, or salt whether crude or purified.
  - b. "Cannabis" does not include:
    - 1) The mature stalks of the plant Cannabis sativa L., or fiber produced from such stalks;
    - 2) The sterilized seed of the plant Cannabis sativa L., which is incapable of germination; or
    - 3) Hemp goods or products unless prohibited by state or local statute, regulation or ordinance where such goods are located.
- 2. "Cannabis activities" means cooking, delivering, distributing, transporting, manufacturing, packaging or repackaging, preparing, processing, distilling, producing, selling, storing, or testing of "cannabis" in any form or quantity.
- **3.** "Cannabis items" means:
  - a. "Cannabis"; and
  - b. Any equipment, products, or materials used or primarily intended or designed for use in:
    - 1) "Cannabis activities"; or
    - 2) Ingesting, inhaling, smoking, vaporizing, or otherwise consuming "cannabis" in any form or quantity.

"Cannabis items" do not include "farm implements".

## EXCLUSIONS

The following Exclusions are added:

## **Cannabis Items and Activities**

- **a.** "We" will not pay for loss to:
  - **1)** "Cannabis items"; and
  - 2) Any other property if the loss arises out of "cannabis activities" by:
    - a) Any person or entity insured under this policy;
    - **b)** Anyone acting at the direction or on behalf of a person or entity insured under this policy; or
    - c) Any tenants, roomers, boarders, or guests of a property insured under this policy.

- **b.** Item **a.2**) above applies to, but is not limited to, any loss caused by or resulting from smoke, vapor, gas, condensation, humidity, moisture, or any other substance discharged, dispersed, disposed of, emitted, escaped, leached, leaked, migrated, produced, released, seeped, or spilled as a result of such "cannabis activities".
- **c.** Except as provided in item **d.** below, loss arising out of "cannabis activities" will not be considered loss caused by any other peril, including but not limited to vandalism or malicious mischief, even if this policy provides coverage for loss caused by such peril.
- **d.** To the extent that this policy provides coverage for loss caused by fire or explosion, this exclusion does not apply to direct loss to covered property caused by fire or explosion resulting from "cannabis activities" or "cannabis items".

All other terms and conditions of this policy apply.