

- (c) the bodily injury or **Property Damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to **Property Damage** to such nuclear facility and any property thereat.
- B. With regard to any medical payments coverage, or under any Supplementary Payments provision relating to first aid, this Policy does not apply to any **Claim** arising directly or indirectly from any expenses incurred with respect to bodily injury resulting from the **Hazardous Properties** of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Solely for the purposes of this Endorsement:
1. **Hazardous properties** include radioactive, toxic or explosive properties.
 2. **Nuclear Facility** means:
 - (a) any nuclear reactor;
 - (b) any equipment or device designed or used for: (i) separating the isotopes of uranium or plutonium; (ii) processing or utilizing **Spent Fuel**; or (iii) handling, processing or packaging **Waste**;
 - (c) any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
 3. **Nuclear Material** means **Source Material**, **Special Nuclear Material** or **Byproduct Material**.
 4. **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
 5. **Property Damage** includes all forms of radioactive contamination of property.
 6. **Source Material**, **Special Nuclear Material** and **Byproduct Material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 7. **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

8. **Waste** means any waste material: (a) containing **Byproduct Material**; and (b) resulting from the operation by any person or organization of any **Nuclear Facility** included within the definition of **Nuclear Facility** under paragraph (a) or (b) thereof.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.