

POLLUTION LIABILITY COVERAGE ENDORSEMENT

Attached to and forming part of this Policy

This Endorsement modifies the coverage provided under – Commercial General Liability Coverage, if coverage is shown on the “Declarations Page”. It is subject to the conditions, limitations and other terms of the Commercial General Liability Form and the Commercial Common Agreements, Definitions, Exclusions and Conditions Form

LIMITED POLLUTION LIABILITY COVERAGE

Insuring Agreement

- A. “Bodily injury” and “property damage”:
“We” will pay those sums that “you” become legally obligated to pay as “compensatory damages” because of “bodily injury” or “property damage” resulting from a “pollution incident”
- B. “Clean-up costs”
We will pay for necessary and reasonable “clean-up costs” that “you” incur as a result of an obligation imposed by law provided that such “clean-up costs” are incurred because of “environmental damage” resulting from a “pollution incident”

Exclusions

There is no coverage under this endorsement for

- (a) “Bodily injury”, “property damage” or “clean-up costs” arising out of a “pollution incident” which is expected or intended by “you”;
- (b) “bodily injury”, “property damage” or “clean-up costs” caused by a “pollution incident” originating at, in or on any “waste facility” or caused by a “pollution incident” arising from or incidental to the delivery, handling, storage, disposal, processing or treatment of waste at, in, or on any “waste facility”.
- (c) “bodily injury”, “property damage” or “clean-up costs” arising out of a “pollution incident” that results from or is attributable to a failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any government body, provided that failure to comply is a willful or deliberate act or omission by “you”;

Limits of Insurance

- A. Regardless of the number of:
 - i. Insureds;
 - ii. Claims made or “actions” brought; or
 - iii. Persons or organizations making claims or bringing “actions”,The limits of insurance shown on the “Declarations Page” is the most “we” will pay for:
 - i. “compensatory damages” because of “bodily injury” or “property damage”;
 - ii. “clean-up costs”
- B. The limits of insurance shown on the “Declarations Page” are respectively part of, not in addition to the Each Occurrence Limit of Liability and the Aggregate Limit of Liability shown on the “Declarations Page”.

ADDITIONAL DEFINITIONS

“**Clean-up costs**” means the costs incurred for the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of “pollutants” including testing which is integral to these processes.

“**Environmental damage**” means the injurious presence of “pollutants” in or upon land, the atmosphere, or any watercourse or body of water.

“**Pollution Incident**” means an unexpected and unintentional discharge, dispersal, release or escape of any “pollutants”, that is sudden and accidental, provided:

- (a) such discharge, dispersal, release or escape is detected by any person within 120 hours after the commencement of the discharge; AND
 - (b) such discharge, dispersal, release or escape results in “environmental damage”; AND
 - (c) such discharge does not occur in a quantity or with a quality that is routine or usual to the insured’s operation.
- The entirety of any such occurrences which arises out of a continuous or repeated exposure to substantially the same conditions shall be deemed to be one “pollution incident”.

DEDUCTIBLE

- (a) Our obligation under this Endorsement to pay “compensatory damages” and “clean-up costs” on your behalf applies only to the amount of “compensatory damages” and “clean-up costs” in any one “occurrence” in excess of the deductible

amount stated on the "Declarations Page". The limits of liability for these coverages shall not be reduced by the application of such deductible amount.

(b) The deductible amount applies as follows:

(1) "Bodily Injury" Liability, "Property Damage" Liability and "Clean-up Costs" respectively:

(i) To all "compensatory damages" for "bodily injury" as the result of any one "occurrence";

(ii) To all "compensatory damages" because of "property damage" as the result of any one "occurrence"; or

(iii) To all "clean-up costs" as the result of any one "occurrence".

(2) "Bodily Injury" Liability and "Property Damage" Liability combined:

i. to all "compensatory damages" because of "bodily injury" and "property damage" sustained as the result of any one "occurrence"; or

ii. To all "clean-up costs" as the result of any one "occurrence".

(c) The terms of this insurance, including those with respect to:

(1) "our" right and duty to defend any "action" seeking those "compensatory damages"; and

(2) "your" duties in the event of an "occurrence", claim or "action", apply irrespective of the application of the deductible amount.

"We" may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by "us".

Except as specifically modified by this Endorsement, the terms, conditions, exclusions and limits of liability of the Policy are unchanged.