**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

LIMITED NAMED PERILS POLLUTION ENDORSEMENT

New york

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE

Deductible

Limited Pollution Aggregate Limit:

Each Pollution Incident Limit:

1. Exclusion **f**. of Paragraph **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability (Section I – Coverages)** is deleted in its entirety and replaced with the following:

# Pollution

* + 1. Any injury, damage, or liability which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; except
       1. For "bodily injury" or "property damage" which occurs solely as a direct result of a "pollution incident" caused by one or more of the following named perils:
          1. "hostile fire";
          2. Explosion of a tank, a vessel, machinery, equipment, or other similar apparatus or device (other than an “auto”), including any attached piping, pumps or valves, if the explosion is not caused by deterioration, corrosion, erosion, decay, rotting or wear and tear;
          3. lightning;
          4. "vandalism or malicious mischief"; or
          5. windstorm.
       2. For this limited named peril pollution coverage to apply, the "pollution incident" must satisfy each of the following conditions of coverage:

the "pollution incident" must:

* + - * 1. commence during the policy period;
        2. have been caused by a covered named peril during the policy period;
        3. have neither been expected nor intended from the standpoint of any insured;
        4. not originate from an “underground storage tank”
        5. not continue for more than 72 hours; and
        6. be reported to us as soon as reasonably possible.
    1. Any loss, cost or expense arising out of any:
       1. request, demand, or order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
       2. claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
    2. Any injury, damage, or liability which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
       1. at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
       2. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

**(i)** Any insured; or

**(ii)** Any person or organization for whom you may be legally responsible; or

**(c)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations 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"; or

1. resulting from subsurface storage, processing or other operations of the insured, or removal of, loss of, or damage to subsurface oil, gas or any other substance; or
2. arising from any failure to comply with any applicable statute, regulation, ordinance, directive, or order relating to the protection of the environment and promulgated by any governmental body; or
3. arising out of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended in 1978, or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.
4. For the limited pollution coverage provided in paragraph (1)(a) and (b) above, the following provisions apply:

# Limits of Insurance

1. The limits of insurance shown in the Schedule of this endorsement and the rules below determine the most we will pay for this limited named peril pollution coverage, regardless of the number of:
   1. Insureds;
   2. Claims made or "suits" brought;
   3. Persons or organizations making claims or bringing "suits".
2. The Limited Pollution Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages arising from all "pollution incidents" which occur during the policy period as a result of any named peril covered by this endorsement.
3. Subject to the Limited Pollution Aggregate Limit applicable in II. 2. above, the most we will pay for all damages arising from any one "pollution incident" will be the lesser of:
   1. The Each Pollution Incident Limit of Liability shown in the Schedule of this endorsement; or
   2. The sum of the damages from any covered "pollution incident" minus the deductible amount, if any, shown in the Schedule of this endorsement.

We may pay part or all of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

1. For purposes of this endorsement only, the Other Insurance condition is deleted in its entirety and replaced with the following:

# Other Insurance

Where other applicable insurance is available to any insured for claims or "suits" covered under the terms and conditions of this insurance, our obligation to any insured is as follows:

* 1. This insurance shall apply as excess over any other valid and collectible applicable insurance, whether primary, excess, contingent or on any other basis.
  2. Where this insurance is excess over other valid and collectible insurance, we will pay only our share of the amount of the claim or "suit" that exceeds the total amount that all such other insurance would pay for the claim or "suit" in the absence of this insurance.

1. The following definitions apply with respect to this endorsement:
2. "Pollution incident" applies in place of "occurrence" with respect to this limited named peril pollution coverage. A "pollution incident" means an unexpected, or unintended, instantaneous discharge, dispersal, release or escape of "pollutants" which is demonstrable as having commenced abruptly on a clearly identifiable specific time and date during the policy period.

All interrelated, repeated or continuous episodes of a discharge, dispersal, release or escape of any "pollutant" shall in its entirety be deemed to be a single "pollution incident." All "bodily injury" and "property damage" as a result of the "pollution incident" shall be deemed to have occurred only at the commencement date of the named peril(s) which caused the discharge, dispersal, release or escape.

1. "Suit" means a civil proceeding in which damages because of “bodily injury” or “property damage” due to a "pollution incident" to which this insurance applies is alleged. "Suit" includes:
   1. An arbitration proceeding in which such damages are claimed and to which you must submit with our consent; or
   2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
2. "Vandalism and Malicious Mischief" means the intentional interference with, damage or destruction of property by one or more persons or entities not employed by, affiliated with or subject to the direction or control of the insured or any person or entity for whom the insured may be legally responsible.
3. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

All other terms and conditions of the policy remain the same.

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Authorized Representative