

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

AUTOMATIC FILL – FAILURE TO SUPPLY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **2. Exclusions** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is amended to include the following additional exclusion:

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

However, this exclusion does not apply if:

- (1)** Such failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel; or
- (2)** The "bodily injury" or "property damage" is the result of your failure to keep a person or organization supplied with fuel oil or liquefied petroleum gas in accordance with an "agreement" by you to do so. This exception **(2)** does not apply if:
 - (a)** You are unable to furnish fuel oil or liquefied petroleum gas in quantities sufficient to satisfy the demand or need t due to a curtailment, for any reason, of supplies of such fuel oil or liquefied petroleum gas available to you; or
 - (b)** Your failure to supply such fuel oil or liquefied petroleum gas is intentional.

For the purposes of this Endorsement only, the term "agreement" means an agreement, either written or oral, between the insured and the insured's client, that was entered into prior to any claim.

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

Authorized Representative

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