

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

PETROLEUM MARKETERS POLLUTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Subparagraph f. (1) 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:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. However, this Subparagraph does not apply to:
- (a) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" at or from any premises, site or location:
- (i) which is owned or occupied by or rented or loaned to any insured; or
- (ii) on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or sub-contractor.
- (b) "Bodily injury" or "property damage" arising out of "products-completed operations hazard", but only for the following business activities:
- (i) the sale, distribution, installation, maintenance, service, repair or removal of heating, ventilation, and/or air conditioning systems;
- (ii) the misdelivery by the insured of liquid "fuel" products if this policy provides products-completed operations coverage for misdelivery of liquid "fuel" products.
- (c) "Bodily injury" or "property damage" arising out of the discharge, dispersal or release of liquid "fuel" products, soot or smoke at a "customer's" premises, while an insured is performing operations at such "customer's" premises, including the "loading and unloading" of liquid fuel products.

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II. Paragraph Subparagraph m. of Paragraph 2. **Exclusions of COVERAGE B — PERSONAL AND ADVERTISING LIABILITY (SECTION I — COVERAGES)** is deleted in its entirety and replaced with the following::

m. “Personal and advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time. However, this Subparagraph does not apply to:

(1) “Personal and advertising injury” arising out of heat, smoke or fumes from a “hostile fire” at or from any premises, site or location:

(a) which is owned or occupied by or rented or loaned to any insured; or

(b) on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such insured, contractor or sub-contractor.

(2) “Personal and advertising injury” arising out of “products-completed operations hazard”, but only for the following business activities:

(a) the sale, distribution, installation, maintenance, service, repair or removal of heating, ventilation, and/or air conditioning systems;

(b) the misdelivery by the insured of liquid “fuel” products if this policy provides products-completed operations coverage for misdelivery of liquid “fuel” products.

(3) “Personal and advertising injury” arising out of the discharge, dispersal or release of liquid “fuel” products, soot or smoke at a “customer’s” premises, while an insured is performing operations at such “customer’s” premises, including the “loading and unloading” of liquid fuel products.

III. **SECTION V – DEFINITIONS** is amended to include the following additional definitions::

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“Customer” means an entity for whom the insured provides services in the regular course of business and who is not an insured under this policy.

“Fuel” means re-refined petroleum products that are sold, stored, and/or transported. “Fuel” does not include any waste or used petroleum products without being re-refined; or re-refined waste or used petroleum products that contain light ends or metallic, caustic, acidic, sulfur or waste products or any contaminants picked up during prior use.

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

Authorized Representative

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