**ENDORSEMENT**

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

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

Forms a part of Policy No.:

# POLLUTION EXCLUSION AMENDMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY FORM

**Section V. Exclusions**, Paragraph M. is deleted in its entirety and replaced by the following:

This insurance does not apply to:

1. Any **Bodily Injury**, **Property Damage** or **Personal Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere in the world at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **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
3. Any loss, cost or expense arising out of any 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**.

However, Paragraph 1. of this exclusion will not apply if coverage for such Bodily Injury or Property Damage as is described in subparagraphs a., b., c. and d. below is provided by a policy listed in the Schedule of Underlying Insurance:

**Bodily Injury** or **Property Damage**:

1. Arising out of heat, smoke or fumes from a **Hostile Fire**;
2. Arising out of the upset, overturn or collision of an **Auto**;
3. Included in the **Products-Completed Operations Hazard;** or
4. **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.

Coverage under this endorsement for such **Bodily Injury** or **Property Damage** as is described in subparagraphs a., b., c. and d. abovewill follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this endorsement will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

For the purpose of this endorsement only, **Section IV. Definitions** is amended to include the following additional definitions:

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.

**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-fined 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.

Loading or unloading means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or auto;

b. While it is in or on an aircraft, watercraft or auto; or

c. While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

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

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Authorized Representative