

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED PROPERTY POLLUTION LEGAL LIABILITY COVERAGE ENDORSEMENT

In consideration of the payment of the additional premium of \$ _____, it is hereby agreed that:

- 1. The following is added to **Item 3.** of the Declarations Page:

Limit of Liability, Insured Property Pollution Legal Liability
Coverage C: \$ _____ Each Loss
Coverage D: \$ 250,000 Each Loss

- 2. The following is added to **Item 4.** of the Declarations Page:

Deductible, Insured Property Pollution Legal Liability
\$ _____ Each Loss

- 3. The following is added as **Item 7.** to the Declarations Page:

Item 7. The following locations are added as Insured Property(s):

- 4. The following is added as **Item 8.** to the Declarations Page:

Item 8. Insured Property Pollution Legal Liability Retroactive Date: _____

- 5. The following is added to Section I. **INSURING AGREEMENTS, 1. COVERAGES** as **COVERAGE C – POLLUTION LEGAL LIABILITY** and **COVERAGE D – SITE-SPECIFIC EMERGENCY RESPONSE COSTS.**

COVERAGE C – POLLUTION LEGAL LIABILITY

The Company will pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury**, **Property Damage**, or **Environmental Damage** resulting from **Pollution Conditions** which commenced after the **Insured Property Pollution Legal Liability Retroactive Date** on, under, or which have migrated from the **Insured Property** if the **Pollution Conditions** arise from the **Insured Property**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing, and in accordance with Section III., Paragraph A. of this Policy, during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

COVERAGE D – SITE-SPECIFIC EMERGENCY RESPONSE COSTS

The Company will pay **Emergency Response Costs** resulting from **Pollution Conditions** on or under the **Insured Property**. **Emergency Response Costs** must be first incurred by the **Insured** and reported to the Company during the **Policy Period**.

For this Coverage to apply, all of the following conditions must be satisfied:

ENDORSEMENT NO. CONTINUED

1. The **Insured** must report the **Emergency Response Costs** to the Company, in writing, as provided in Section III. **CLAIMS AND NOTICE PROVISIONS, A. INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS**, Subparagraph 1. and Subparagraph 3. of this Policy during the **Policy Period**.

2. Such **Pollution Conditions** must be unexpected and unintended from the standpoint of the **Insured**.

6. For purposes of the coverage provided by this Endorsement only, Section II. **EXCLUSIONS**, Paragraph **H. TRANSFER, STORAGE OR DISPOSAL FACILITY**, is deleted in its entirety and replaced with the following:

H. TRANSFER, STORAGE OR DISPOSAL FACILITY:

Based upon or arising from any waste, products or materials which have been delivered to a transfer storage or disposal facility, other than an **Insured Property**, beyond the boundaries of a site, where **Covered Operations** are being performed.

7. For purposes of the coverage provided by this Endorsement only, the following are added to Section II. **EXCLUSIONS**:

TRANSFER OF INSURED PROPERTY:

Based upon or arising from **Pollution Conditions** on, under or originating from the **Insured Property** which commence subsequent to the time the **Insured** transfers or relinquishes operational control of the **Insured Property**, or subsequent to a material change in use of the **Insured Property**.

INTERNAL EXPENSES:

For costs, charges or expense incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, except for **Emergency Response Costs** or unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion.

ASBESTOS AND LEAD:

Based upon or arising from the presence of asbestos or any asbestos-containing materials or lead-based paint installed or applied in, to or on any building or other structure at the **Insured Property**.

IDENTIFIED UNDERGROUND STORAGE TANK SYSTEM:

Based upon or arising from **Pollution Conditions** resulting from any **Identified Underground Storage Tank System**. Coverage is available only for those **Identified Underground Storage Tank Systems** specifically accepted by the Company and scheduled to this Endorsement or a subsequent endorsement to this Policy.

8. For purposes of the coverage provided by this Endorsement only, Section II. **EXCLUSIONS**, Paragraph **M. INSURED VS. INSURED** is deleted in its entirety and replaced with the following:

M. INSURED VS. INSURED:

Brought by an **Insured** against another **Insured**.

9. For purposes of the coverage provided by this Endorsement only, Section VII. **DEFINITIONS**, Paragraph L. **Insured Contract** is deleted in its entirety and replaced with the following:

L. Insured Contract means a contract or agreement submitted to the Company, and listed in a Schedule to this Endorsement.

10. For purposes of the coverage provided by this Endorsement only, the following are added to Section VII. **DEFINITIONS:**

Extended Reporting Period means either the automatic additional period of time or the optional additional period of time, whichever is applicable, in which to report **Claims** following termination of coverage.

Identified Underground Storage Tank System means an **Underground Storage Tank System** that was known by an **Insured** prior to the inception of the **Policy Period**.

Insured Property means each of the locations identified in Item 7. of the Declarations. **Insured Property** shall not include any site where **Covered Operations** are performed.

Insured Property Pollution Legal Liability Retroactive Date means the date set forth in Item 8. of the Declarations.

Underground Storage Tank System means any storage tank, including associated underground piping connected to the storage tank, which has at least ten (10) percent of its volume below ground.

11. For purposes of the coverage provided by this Endorsement only, Section II. **EXTENDED REPORTING PERIOD**, is deleted in its entirety and is replaced with the following:

V. EXTENDED REPORTING PERIOD FOR CLAIMS – INSURED PROPERTY LEGAL LIABILITY COVERAGE

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period**, and (with certain exceptions as described in Paragraph B. of this Section) be entitled to purchase an Optional **Extended Reporting Period** collectively for the coverage provided by this Endorsement, upon termination of coverage as defined in Paragraph B. (b) of this Section. Neither the Automatic, nor the Optional **Extended Reporting Period** shall reinstate or increase any of the limits of liability of this Policy.

A. Automatic Extended Reporting Period

Provided that the **Named Insured** has not purchased any other insurance to replace the insurance provided by Section I. **INSURING AGREEMENTS, 1. COVERAGES**, and which applies to a **Claim** otherwise covered thereunder, the **Named Insured** shall have the right to the following: a period of sixty (60) days following the effective date of such termination of coverage in which to provide written notice to the Company of **Claims** first made and reported within the Automatic **Extended Reporting Period**.

A **Claim** first made and reported within the Automatic **Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** arises from **Pollution Conditions** that commenced after the **Insured Property Legal Liability Retroactive Date** and before the end of the **Policy Period** and is otherwise covered by this Endorsement. No part of the Automatic **Extended Reporting Period** shall apply if the **Optional Extended Reporting Period** is purchased.

B. Optional Extended Reporting Period

The **Named Insured** shall be entitled to purchase an Optional **Extended Reporting Period** upon termination of coverage as defined herein (except in the event of nonpayment of premium), as follows:

- (1) A **Claim** first made and reported within the Optional **Extended Reporting Period**, if purchased in accordance with the provisions contained in paragraph (2) below, will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** arises from **Pollution Conditions** that commenced after the **Insured Property Legal Liability**

ENDORSEMENT NO. CONTINUED

Retroactive Date and before the end of the **Policy Period** and is otherwise covered by this Policy.

(2) The Company shall issue an endorsement providing an Optional **Extended Reporting Period** of up to forty (40) months from termination of coverage hereunder for all **Insured Properties**, if applicable, or any specific **Insured Property**, provided that the **Named Insured**:

- (a) makes a written request for such endorsement which the Company receives within thirty (30) days after termination of coverage as defined herein; and
- (b) pays the additional premium when due. If that additional premium is paid when due, the **Extended Reporting Period** may not be cancelled, provided that all other terms and conditions of the Policy are met.

(3) Termination of coverage occurs at the time of cancellation or nonrenewal of this Policy by the **Named Insured** or by the Company, or at the time of the Company's deletion of a location which previously was an **Insured Property**.

(4) The Optional **Extended Reporting Period** is available to the **Named Insured** for not more than 200% of the full Policy Premium stated in the declarations.

12. For purposes of the coverage provided by this Endorsement only, Section II. **EXCLUSIONS**, Paragraph **N. OWNED PROPERTY** is deleted in its entirety.

13. The following scheduled **Identified Underground Storage Tank Systems** are specifically accepted by the Company and scheduled to this Endorsement pursuant to Section II. **EXCLUSIONS, IDENTIFIED UNDERGROUND STORAGE TANK SYSTEMS**:

14. The following Scheduled Contracts are **Insured Contracts**:

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
 or countersignature (in states where applicable)
 or countersignature (in states where applicable)