

## POLLUTION LIABILITY COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance coverage provided under the following:

### Commercial General Liability Policy

WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING AS DEFINED BELOW OR IN THE FORM TO WHICH THIS ENDORSEMENT IS ATTACHED

If coverage is shown on the Declaration Page:

COMMON EXCLUSIONS – COVERAGES A,B,C and D 4. Pollution (1) does not apply, subject to the following additional provisions:

With respect to **bodily injury** and **property damage** to which this endorsement applies:

1. Coverage under this extension is provided only if the **occurrence** is a **Pollution Incident**
2. The Limits of Insurance are as follows:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000
Tenants' Legal Liability Limit	\$ 300,000
3. These limits are respectively part of, not in addition to the Each **Occurrence** Limit of Liability and the General Aggregate Limit of Liability shown on the Declaration Page.
4. The following definitions are added:

**"Environmental damage"** means the injurious presence of **pollutants** in or upon land, the atmosphere, or any watercourse or body of water.

**"Pollutants"** means any solid, liquid or gaseous contaminant other than heat, sound, vibration or radiation.

**"Pollution Incident"** means an unexpected and unintentional discharge, dispersal, release or escape of any **pollutants**, that is sudden and accidental. Such discharge, dispersal, release or escape is the result of the normal business operations of the insured resulting in **environmental damage**. The entirety of any such **occurrences** which arises out of a continuous or repeated exposure to substantially the same condition shall be deemed to be one **pollution incident**.

### Deductible

1. **Our** obligation under Property Damage Liability and Tenants' Legal Liability to pay **compensatory damages** on **your** behalf applies only to the amount of **compensatory damages** in excess of \$ 1,000 and the limits of insurance applicable to each **occurrence** for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
2. The deductible amount applies as follows:
  - (a) Under Coverage A: To all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
  - (b) Under Coverage D, Tenants' Legal Liability, to all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
3. The terms of this insurance, including those in respect to:
  - (a) **our** right and duty to defend any **action** seeking those **compensatory damages**; and
  - (b) **your** duties in the event of an **occurrence**, claim or **action** apply irrespective of the application of the deductible amount.
4. **We** may pay any part or all of the deductible amount to effect settlement of any claim or **action** and, upon notification of the action taken, **you** shall promptly reimburse **us** for such part of the deductible amount as has been paid by **us**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED REMAIN UNCHANGED.**