

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

**SUDDEN AND ACCIDENTAL POLLUTION**  
(Including Unrelated "Property Damage")

This endorsement modifies insurance provided under the following:

**MARINE GENERAL LIABILITY COVERAGE PART**

It is hereby understood and agreed that the Pollution Exclusion, Section II – General Liability, 2. H. Pollution in this policy is deleted in its entirety in respect of accidents where the following conditions have been met:

1. The accident was caused by some intervening event, was accidental and was neither expected nor intended by the Insured; and
2. The accident is identified as commencing at a specific time and date during the term of this policy; and
3. The accident becomes known to the Insured within **72 hours** after its commencement, and is reported to the Company within **30 days** thereafter; and
4. The accident did not result from the Insured's intentional and willful violation of any government statute, rule or regulation.

Nothing contained in this endorsement shall operate to provide any coverage for loss due to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants":

1. Directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured, or
2. Directly or indirectly resulting from the removal of, loss of, or damage to sub-surface oil, gas or any other substance, or
3. That result in any fines, penalties, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages, or
4. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
5. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - a. Any insured; or
  - b. Any person or organization for which you may be legally responsible; or
6. At or from any premises, site or location 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 subcontractor; or

7. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants".

Nothing contained in this endorsement shall operate to provide any coverage for:

Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any 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
- b. 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, this paragraph does not apply to liability for damages because of "Property Damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "Suit" by or on behalf of a governmental authority.

This Insurance does not constitute evidence of financial responsibility under the **Oil Pollution Act of 1990** or any similar Federal or State Law and it is a condition of this Insurance that it shall not be submitted to the United States Coast Guard or any other Federal or State Agency as Evidence of Financial Responsibility.

The Company does not consent to be guarantors for the clean up or removal of any "Pollutants".

The most we will pay with respect to any claim we investigate or settle or any "Suit" against an insured we defend is <<FILL IN>>. This limit of insurance is will reduce the amount of insurance available under Each "Occurrence" Limit and General Aggregate Limit.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**