

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - DEFENSE COSTS AND INDEMNITY PAYMENTS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
 ENVIRONMENTAL SERVICES BUSINESSOWNERS POLICY, PART II - LIABILITY
 ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
 GARAGE COVERAGE FORM
 LIQUOR LIABILITY COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
 PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
 SCHEDULED STORAGE TANK POLICY

- A.** The provisions of paragraph **B.** of this endorsement are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability Coverage Form, Commercial Liability Umbrella Coverage Form, Contractors Pollution Liability Coverage Form, Environmental Services Liability Coverage Form, Liquor Liability Coverage Form, Owners and Contractors Protective Liability Coverage Form, Products/Completed Operations Coverage Form, Railroad Protective Liability Coverage Form, Scheduled Storage Tank Policy;
 2. Section **II** under the Auto Dealers Coverage Form, and the Garage Coverage Form;
 3. Section **III** under the Auto Dealers Coverage Form;
 4. Section **III, A.** Coverage under the Garage Coverage Form;
 5. Section **A.**, Coverage under the Legal Liability Coverage Form; and
 6. Part **II – Liability**, Section **I – Coverages** of the Environmental Services Businessowners Policy;
- B.** If we initially defend an insured (“insured”) or pay an insured’s (“insured’s”) defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs and any uncovered indemnity payments we have incurred when permitted by state law.

The right to reimbursement for the defense costs and any uncovered indemnity payments under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs and any uncovered indemnity payments when permitted by state law.

All other terms and conditions of this policy remain unchanged.