

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE COVERAGE PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
 ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

THIS ENDORSEMENT ONLY PROVIDES COVERAGE FOR CERTAIN "CLAIMS" FOR DAMAGES OCCURRING PRIOR TO THE EFFECTIVE DATE OF THIS POLICY AND FOR A CERTAIN TIME PERIOD ONLY. READ THE TERMS AND CONDITIONS BELOW CAREFULLY.

SCHEDULE

Retroactive Coverage Period	Insurance Company(s)	Policy Number(s)

In consideration of the premium paid, and subject to all terms, conditions and exclusions of this endorsement and the policy, we agree to the following:

- A.** Coverage is solely provided by Coverage - **D** Contractors' Pollution Liability because of "claims" for "bodily injury", "property damage" or "environmental damage" resulting from a "pollution condition" caused by the performance of "covered operations" within the "coverage territory" provided:
1. The "bodily injury", "property damage", or "environmental damage" was not, prior to the "policy period" known to have occurred by any "responsible insured" or any "employee" authorized by you to give or receive notice of a "claim"; and
 2. Such "bodily injury", "property damage", or "environmental damage" took place during the Retroactive Coverage Period listed in the Schedule above during which you were insured under the Policy Number(s) issued by the respective Insurance Company(s) listed in the Schedule above.

B. Our Limit of Liability for any "claim" shall not exceed the lesser of the:

1. Per Occurrence or equivalent limit of the respective policy in force during the Retroactive Coverage Period indicated in the Schedule above during which the coverage of the respective Insurance Company(s) indicated in the Schedule above was in force; or
2. The Contractors' Pollution Liability Each Pollution Condition Limit shown in the Declarations of the policy to which this endorsement is attached.

In no event shall the liability of the Company, whether under the policy and/or this endorsement, or any prior or subsequent policy or endorsement, exceed the Contractors' Pollution Liability Each Pollution Condition Limit or General Aggregate Limit shown in the Declarations of the policy to which this endorsement is attached.

- C.** The coverage provided by this endorsement for any damages for any “claim” or “suit” will in all cases be limited to the lesser of:
1. The coverage afforded in the respective policy in force during the Retroactive Coverage Period shown in the Schedule above, subject to its terms, conditions, exclusions and limitations; or
 2. The coverage afforded in the policy to which this endorsement is attached, subject to its terms, conditions, exclusions, and limitations.
- We shall be subrogated to your rights under any of the foregoing policies. You shall take all action necessary to invoke coverage under any other policy available to you. You understand and agree that the coverage provided by this endorsement may be limited and restricted by the terms, conditions, exclusions, limitations and limits of the insurance of both the policy in effect during the Retroactive Coverage Period shown in the Schedule above, and of the policy to which this endorsement is attached, and that the nature, extent, and amount of coverage provided under this endorsement may provide coverage different in kind or nature from that provided during the Retroactive Coverage Period shown in the Schedule above.
- D.** Coverage afforded by this endorsement does not apply to “claims”;
1. First made and reported to any other insurance carrier prior to the effective date of this endorsement;
 2. Made against us because the Limits of Liability under any other policy are insufficient or have been exhausted due to the payment of “claims”;
 3. Due to the insolvency or bankruptcy of any insurance carrier;
 4. Of which any insured had knowledge prior to the Effective Date of this policy;
 5. For which there is any other collectible insurance or for which there would be collectible insurance but for the exhaustion of the applicable Limit of Liability;
 6. Not covered under any prior insurance policy’s terms or conditions;
 7. Not covered under any prior insurance policy because they are within a deductible or self-insured retention amount.
- E.** It is a condition precedent to coverage under this endorsement that you maintain copies of all the foregoing policies and provide copies of such policies to us as we request them.

This endorsement shall not increase our Limits of Insurance, as described in Section III – Limits of Insurance and Deductibles.

All other terms and conditions of this policy remain unchanged.