

# CLAIMS-MADE CONTRACTOR'S POLLUTION LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

## NOTICE:

**THIS ENDORSEMENT CONVERTS COVERAGE D CONTRACTOR'S POLLUTION LIABILITY TO A CLAIMS-MADE AND REPORTED BASIS AND THEREFORE HAS COVERAGE TRIGGER AND REPORTING REQUIREMENTS THAT DIFFER FROM THE OCCURRENCE COMMERCIAL GENERAL LIABILITY COVERAGE SECTION.**

**IT IS HIGHLY RECOMMENDED THAT YOU CONSULT WITH YOUR AGENT AND ATTORNEY TO UNDERSTAND ANY COVERAGE DIFFERENCES.**

**A.** In consideration of the premium paid, and not withstanding anything contained in the policy to the contrary, it is hereby agreed and understood that Coverage **D** Contractor's Pollution Liability, item **1**. Insuring Agreement is deleted in its entirety and replaced by the following:

## COVERAGE D CONTRACTOR'S POLLUTION LIABILITY

### 1. Insuring Agreement

**a.** We will pay on behalf of the insured those sums that the insured shall become legally obligated to pay as damages because of "claims" for "bodily injury", "property damage" or "environmental damage" resulting from "pollution conditions" caused by "covered operations" of the insured to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "environmental damage" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance and Deductible; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B, D**, or medical expenses under Coverage **C**, or judgments, settlements or "defense expenses" under Coverage **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under item **3**. Supplemental Payments – Contractor's Pollution Liability Coverage **D**.

**b.** This insurance applies to "bodily injury", "property damage" or "environmental damage" only if:

- (1) The "bodily injury", "property damage" or "environmental damage" takes place in the "coverage territory"; and
- (2) The "bodily injury", "property damage" or "environmental damage" did not occur before the Contractor's Pollution Liability Coverage **D** Retroactive Date, if any, shown in the Declarations or after the end of the "policy period"; and
- (3) You or any insured shown in **1.a., 1.b., 1.c., 1.d.** or **1.e.** of **SECTION II - WHO IS AN INSURED**, did not have knowledge of any "bodily injury", "property damage" or "environmental damage" which occurred prior to the Effective Date of this policy but on or after the Retroactive Date shown in the Declarations, which was not reported in writing to us at the time it first became known to any insured; and
- (4) A "claim" for damages because of "bodily injury", "property damage" or "environmental damage" is:
  - (a) first made against an insured during the "policy period", or within the Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIODS**, if applicable, and

(b) is reported in writing to us promptly during the "policy period." or within the Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIODS**, if applicable.

A "claim" is deemed first made against the insured when the insured first receives notice of it. A "claim" is deemed reported to us on the date we receive written notice of it.

- (5) The "pollution conditions" must be unexpected and unintended from the standpoint of any "responsible insured".
- c. All "claims" for damages arising from "bodily injury" because of a "pollution condition" causing loss to the same person, including damages claimed by any person or organization for care, loss of services, or death, resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those "claims" is made against any insured and reported to us in writing.
- All "claims" for damages arising from "property damage" or "environmental damage" because of a "pollution condition" causing loss to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured and reported to us in writing.
- d. We will pay "environmental response costs" arising from "pollution conditions" caused by "covered operations". "Environmental response costs" must first be incurred by the insured during the "policy period" and the following conditions must be met:
- (1) The insured must report all "environmental response costs" to us in accordance with Section IV. CONDITIONS, paragraph B. Duties in the Event of Occurrence, Offense, "Claim" or "Suit"; and
  - (2) Such "pollution conditions" must be unexpected or unintended from the standpoint of the insured.

B. It is further agreed that **Section V – Extended Reporting Period – Coverage E Consultant's Professional Liability** is deleted in its entirety and replaced with the following:

**SECTION V – EXTENDED REPORTING PERIOD –  
COVERAGE D CONTRACTOR'S POLLUTION  
LIABILITY AND COVERAGE E CONSULTANT'S  
PROFESSIONAL LIABILITY**

1. We will provide one or more Extended Reporting Periods, as described below, if:
  - a. The coverage provided under Coverage D or Coverage E is cancelled or not renewed for any reason except for non-payment of premium, material misstatements on an insurance application or failure to cooperate; or
  - b. We renew or replace the coverage provided under Coverage D or Coverage E with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations as applicable to Coverage D or Coverage E; or
    - (2) Does not apply to Coverage D or Coverage E on a "claims"-made and reported basis.
2. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" arising out of "professional services" that occur before the end of the "policy period" but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance the insured purchases, or that would be covered, but for exhaustion of the amount of insurance applicable to such "claims".

4. One of two possible Supplemental Extended Reporting Periods is available. One or the other, but never both, must be selected as described below prior to the expiration of this Policy.

- a. A 60-Month Supplemental Extended Reporting Period is available, but can be obtained only if an endorsement is issued by us and the insured pays an extra charge equal to 200% of this Policy's premium. The insured must give us a written request for the endorsement within sixty (60) days of the expiration of this Policy. The 60-Month Supplemental Extended Reporting Period will not go into effect unless the insured pays the additional premium, in full, at the time the endorsement is requested. This endorsement shall set forth the terms, not inconsistent with this section, applicable to the 60-Month Supplemental Extended Reporting Period. Insurance afforded for "claims" first received during the 60-Month Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the 60-Month Supplemental Extended Reporting Period starts. This 60-Month Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in **C.** above, ends; or
- b. A 10 -Year Supplemental Extended Reporting Period is available, but can be obtained only if an endorsement is issued by us and the insured pays an extra charge equal to no less than 450% of this

Policy's premium. The insured must give us a written request for the endorsement within sixty (60) days of the expiration of this Policy and submit to underwriting. The 10-Year Supplemental Extended Reporting Period will not go into effect unless the insured pays the additional premium in full prior to the expiration date shown in the Declarations. This endorsement shall set forth the terms, not inconsistent with this section, applicable to the 10 -Year Supplemental Extended Reporting Period. Insurance afforded for "claims" first received during the 10 -Year Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the 10 -Year Supplemental Extended Reporting Period starts. This 10 -Year Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in **C.** above, ends.

- 5. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- 6. The 60-Month Supplemental Extended Reporting period does not reinstate or increase the Limits of Insurance.
- 7. The 10 -Year Supplemental Extended Reporting period does not reinstate or increase the Limits of Insurance.

All other terms and conditions of this policy remain unchanged.