

COMMERCIAL GENERAL LIABILITY MAX

FOREST AND PRAIRIE FIRE FIGHTING EXPENSE ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. INSURING AGREEMENT

We will pay on behalf of the Insured those sums that the Insured shall become obligated to pay by reason of liability imposed upon the Insured by law or by statute for forest and grassland fire fighting expenses provided that the **occurrence** that takes place in the **coverage territory** and occurs during the **policy period**.

2. LIMITS OF INSURANCE

- 2.1. The Limit of Liability - Each Accident or Occurrence is the most we will pay for the sum of fire fighting expenses under this Endorsement.
- 2.2. The Limit of Insurance for this Endorsement is part of, and are not in addition to, the Limit of Insurance shown in the Declaration Page(s) for Coverage A – Bodily Injury and Property Damage Liability.
- 2.3. The Limit of Liability - Aggregate is the most we will pay for the sum of fire fighting expenses under this Endorsement in any **policy period**, regardless of the number of claims, the number of occurrences or the number of Insureds.

3. DEDUCTIBLE

Our obligation to pay fire fighting expenses applies only to the amount of expenses in excess of the deductible amount stated in the Declaration Page(s) applicable to this Endorsement.

4. EXCLUSIONS

This insurance does not apply to:

- 4.1. Any fire fighting expenses of the Insured, the Insured's **employees** or the Insured's agents;
- 4.2. Any fire fighting expense of contractors or subcontractors already engaged by the Insured at the time loss first occurs;
- 4.3. Any expenses, fines or penalties for which the Insured is liable by reason of failure to comply with any statute, permit, ordinance, rule or regulation;
- 4.4. Any **action** brought against any of the Insureds by any other Insured or Insureds under this Policy in respect to the recovery of fire fighting expenses;
- 4.5. Any fire fighting expenses that are covered by any other insurance that would have applied had this insurance not been put into effect. Insurance under this form shall specifically exclude losses that are covered by such other valid insurance;
- 4.6. Liability assumed by the Insured under any contract or agreement, except for liability of the Insured that would have existed in the absence of such contract or agreement.
- 4.7. Asbestos – see Common Exclusions.
- 4.8. Fungi or Spores – see Common Exclusions.
- 4.9. Nuclear Energy Liability – see Common Exclusions.
- 4.10. Pollution — see Common Exclusions.
- 4.11. Terrorism – see Common Exclusions.
- 4.12. War Risks – see Common Exclusions.
- 4.13. Unsolicited Communication – see Common Exclusions.

All other terms and conditions of the Policy remain unchanged.