

## COMMERCIAL GENERAL LIABILITY COVERAGE

# LIMITED POLLUTION LIABILITY FOR HAULERS (WHILE STATIONARY) ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold 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 Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Limits of liability and amounts of insurance that are specified in this Endorsement are part of, and are not in addition to, the overall amount of insurance for Commercial General Liability Coverage.

### 1. EXTENSION OF COVERAGE

Limited Pollution Liability for Haulers (While Stationary)

Paragraph 1. does not apply if an Absolute Pollution Exclusion is attached to and forms part of this Policy.

Sub-paragraphs 4.1.1. and 4.1.4. under Common Exclusion 4. Pollution of the Commercial General Liability Max Form, do not apply to an unexpected or unintentional discharge, dispersal, release or escape of **oilfield liquids** provided such discharge, dispersal, release or escape of **oilfield liquids** is from a tank attached to a licensed truck or trailer while stationary and only while said tank is being directly loaded or unloaded or is having its contents dispensed in the normal course of the Insured's operations.

Such unexpected or unintentional discharge, dispersal, release or escape:

- 1.1. Must result in the injurious presence of **oilfield liquids** in or upon the land, a drainage or sewer system, watercourse or body of water; and
- 1.2. Must be detected within 120 hours after the commencement of the discharge, dispersal, release or escape; and
- 1.3. Must be reported to us within 120 hours of being detected; and
- 1.4. Must not occur in a quantity or with a quality that is routine or usual to the business of the Insured.

### 2. EXCLUSIONS

The Limited Pollution Liability for Haulers (While Stationary) Endorsement does not apply:

- 2.1. To **bodily injury, property damage, personal injury**, cost or expense arising out of, caused by or contributed to by controlling or bringing under control any oil, gas or water well;
- 2.2. To any loss covered by a policy of automobile liability insurance;
- 2.3. If the Insured or anyone working on the Insured's behalf is, at the time of loss, in violation of any statute or in violation of any governmental regulation or ordinance; or
- 2.4. To any fines, penalties, punitive or exemplary damages.

### 3. LIMITS OF LIABILITY AND DEDUCTIBLE

- 3.1. We shall not be liable under this particular Paragraph 1. for a greater proportion of any loss than the difference between the Insured's participation of 10%; and 100%. The balance of the loss shall be borne by the Insured.
- 3.2. We may pay the Insured's proportion of a loss to effect settlement of the loss, and, upon notification of the action taken; you shall promptly reimburse us for such Insured's proportion.
- 3.3. With respect to the above, the minimum deductible shall be \$ 2,500.
- 3.4. Coverage under this Paragraph 1. is limited to the following limits of liability as stated below:
  - 3.4.1. \$250,000: Limit of Liability - Each Accident;
  - 3.4.2. \$250,000: Limit of Liability - Aggregate.
- 3.5. The Limit of Liability - Aggregate is the most we will pay in any one **policy period**, regardless of the number of Insureds, the number of claims made or **actions** brought or the number of **occurrences**.

### 4. DEFINITION

For the purposes of this Endorsement:

**Oilfield Liquids** means and is limited to liquid crude oil, liquid drilling fluids and their liquid additives, cements, slurries, and their liquid additives, drilling fluid wastewater, sewage, hot oil and treatment fluids.

All other terms and conditions of the Policy remain unchanged.