

COMMERCIAL UMBRELLA LIABILITY

LIMITED POLLUTION LIABILITY - AMENDED EXCLUSION (TIME ELEMENT)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear 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 the Commercial Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Paragraph 2.24 of 2. EXCLUSIONS under SECTION I – COVERAGE in the Commercial Umbrella Liability is deleted and replaced by the following:

This insurance does not apply to:

2.24. Pollution

2.24.1. **Bodily injury, property damage or personal injury** arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:

2.24.1.1. At or from any premises, site or location, which is or was at any time owned or occupied by or rented or loaned to, any Insured. However, this sub-paragraph does not apply to:

2.24.1.1.1. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**;

2.24.1.1.2. **Bodily injury or property damage** arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** provided such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:

2.24.1.1.2.1. Results in the injurious presence of **pollutants** in or upon land, the atmosphere, a drainage or sewer system, a watercourse or a body of water; and

2.24.1.1.2.2. Is detected within 120 hours after the commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and

2.24.1.1.2.3. Is reported to us within 120 hours of the detection of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and

2.24.1.1.2.4. Occurs in a quantity or with a quality that is in excess of that which is routine or that is usual to the business of the Insured.

2.24.1.2. At or from any premises, site or location which is or was at any time used by or for any Insured or others for handling, storage, disposal, processing or treatment of waste;

2.24.1.3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

2.24.1.3.1. Any Insured; or

2.24.1.3.2. Any person or organization for whom the Insured may be legally responsible; or

2.24.1.4. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the **pollutants** are brought on to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this sub-paragraph does not apply to:

2.24.1.4.1. **Bodily injury or property damage** heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**.

2.24.1.4.2. **Bodily injury or property damage** arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** provided such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:

2.24.1.4.2.1. Results in the injurious presence of **pollutants** in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and

2.24.1.4.2.2. Is detected within 120 hours after the commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and

2.24.1.4.2.3. Is reported to us within 120 hours of being detected; and

2.24.1.4.2.4. Occur in a quantity or with a quality that is routine or usual to the business of the Insured.

2.24.1.5. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of **pollutants**.

2.24.1.6. Any fines or penalties assessed against or imposed upon an Insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

2.24.2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to, or assess the effect of **pollutants** unless such loss, cost or expense is consequent upon **bodily injury or property damage** covered by this Policy.

All other terms and conditions of the Policy remain unchanged.