

COMMERCIAL UMBRELLA LIABILITY

ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT

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.

Sub-paragraph 2.24. Pollution under 2. EXCLUSIONS of SECTION I – COVERAGE in the Commercial Umbrella Liability Form 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** caused by, contributed to by or arising out of:

2.24.1.1. The actual, alleged or threatened discharge, emission, dispersal, seepage, leakage, migration, release or escape at any time of **pollutants**;

2.24.1.2. The actual or alleged existence at any time of **pollutants**;

2.24.1.3. The actual or alleged exposure at any time to **pollutants**;

2.24.1.4. The contamination at any time of water, land, real or personal property or the atmosphere caused by, contributed to by or arising out of **pollutants** by any means;

Whether or not such discharge, emission, dispersal, seepage, leakage, migration, release, escape, existence, exposure or contamination:

2.24.1.5. Is a result of the operations of the Insured or is a risk inherent in the operations of the Insured;

2.24.1.6. Occurs indoors or outdoors;

2.24.1.7. Is within the **products-completed operations hazard**.

2.24.2. Any loss, cost or expense for cleaning-up, testing, monitoring, removing, containing, treating, detoxifying, or neutralizing **pollutants** or for mitigating, rectifying or assessing the effects of any **pollutants**;

2.24.3. Any supervision, instructions, recommendations, warnings, or advice given or that should have been given in connection with sub-paragraphs 2.24.1. and 2.24.2. above.

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

2.24.5. 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 effects of, **pollutants**.

However, this Section 2.24.5. does not apply to ultimate net loss arising from **property damage** that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **action** by or on behalf of a governmental authority.

This exclusion applies regardless of the cause of the **bodily injury, property damage or personal injury** or loss, cost or expense or whether other causes acted concurrently or in any sequence to produce the **bodily injury, property damage or personal injury**, loss, cost or expense.

All other terms and conditions of the Policy remain unchanged.