

SERFF Tracking Number: XLAM-125288579 State: Arkansas
First Filing Company: Greenwich Insurance Company, ... State Tracking Number: AR-PC-07-026058
Company Tracking Number: 07MD-XP-GL01-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Limited Pollution Coverage - Worksites Endorsement
Project Name/Number: Limited Pollution Coverage - Worksites Endorsement/07MD-XP-GL01-AR

Filing at a Glance

Companies: Greenwich Insurance Company, XL Insurance America, Inc. (formerly Winterthur International America Insurance Company), XL Specialty Insurance Company

Product Name: Limited Pollution Coverage - SERFF Tr Num: XLAM-125288579 State: Arkansas

Worksites Endorsement

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-026058
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 07MD-XP-GL01-AR State Status:

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Barry Martin, Janice Bartle Disposition Date: 10/31/2007

Date Submitted: 09/12/2007 Disposition Status: Approved

Effective Date Requested (New): 12/01/2007 Effective Date (New):

Effective Date Requested (Renewal): 12/01/2007 Effective Date (Renewal):

General Information

Project Name: Limited Pollution Coverage - Worksites Endorsement Status of Filing in Domicile: Pending

Project Number: 07MD-XP-GL01-AR Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 10/31/2007

State Status Changed: 09/12/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Greenwich Insurance Company, XL Insurance Company, Inc., and XL Specialty Insurance Company are submitting a revised Elevator Program Commercial General Liability Independent form Filing.

Previous Endorsement Number

GL EP 8002 1204 Limited Pollution Coverage – Worksites

SERFF Tracking Number: XLAM-125288579 State: Arkansas
 First Filing Company: Greenwich Insurance Company, ... State Tracking Number: AR-PC-07-026058
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Revised Endorsement Number

GL EP 8002 0707 Limited Pollution Coverage – Worksites

The current form GL EP 8002 1204 is being replaced with GL EP 8002 0707. On Page 4, section C.2.3 – we have added the word “Paragraph” before the reference number to match the ISO GL Re-write changes.

Company and Contact

Filing Contact Information

Barry Martin, State Filings Analyst Barry.Martin@xlgroup.com
 1201 North Market street (302) 661-7074 [Phone]
 Wilmington, DE 19801 (302) 778-4190[FAX]

Filing Company Information

Greenwich Insurance Company CoCode: 22322 State of Domicile: Delaware
 1201 North Market street Group Code: 1285 Company Type:
 Suite 501
 Wilmington, DE 19801 Group Name: State ID Number:
 (866) 304-3079 ext. [Phone] FEIN Number: 95-1479095

XL Insurance America, Inc. (formerly Winterthur CoCode: 24554 State of Domicile: Delaware
 International America Insurance Company) Group Code: 1285 Company Type:
 1201 North Market street
 Suite 501 Group Name: State ID Number:
 Wilmington, DE 19801 FEIN Number: 75-6017952
 (800) 394-3909 ext. [Phone] -----

XL Specialty Insurance Company CoCode: 37885 State of Domicile: Delaware
 1201 N. Market Street Group Code: 1285 Company Type:
 Suite 501
 Wilmington, DE 19801 Group Name: State ID Number:
 (800) 394-3909 ext. [Phone] FEIN Number: 85-0277191

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: 1 endorsement x \$50.00 = 50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Greenwich Insurance Company	\$50.00	09/12/2007	15571044
XL Insurance America, Inc. (formerly Winterthur International America Insurance Company)	\$0.00	09/12/2007	
XL Specialty Insurance Company	\$0.00	09/12/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/31/2007	10/31/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	09/20/2007	09/20/2007	Janice Bartle	10/23/2007	10/23/2007
Industry Response						

SERFF Tracking Number: XLAM-125288579 State: Arkansas
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Disposition

Disposition Date: 10/31/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Side-By-Side Comparison	Approved	Yes
Form (revised)	Limited Pollution Coverage – Worksites	Approved	Yes
Form	Limited Pollution Coverage – Worksites	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/20/2007

Submitted Date 09/20/2007

Respond By Date

Dear Barry Martin,

This will acknowledge receipt of the captioned filing.

With reference to Form GL EP 8002 0707, page 4, Provision P. Hostile Fire Exclusion and page 5, #28 "Pollutants" definition, the Hostile Fire Exclusion must be omitted. You may not exclude smoke, vapor, soot or fumes from a hostile fire, neither may the definition include smoke, vapor, soot or fumes from a hostile fire.

Please amend.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 10/23/2007

Submitted Date 10/23/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Please see the attached state specific form GL EP 8002 0707 AR which addresses your concerns.

Thank you.

Changed Items:

No Supporting Documents changed.

SERFF Tracking Number: XLAM-125288579 State: Arkansas
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Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Limited Pollution Coverage – Worksites	GL EP 8002	0707 AR	Endorsement/Amendment/Conditions	Replaced	04MD-XW-GL02-CW-AR	0	GL EP 8002 0707 AR.doc
Previous Version							
Limited Pollution Coverage – Worksites	GL EP 8002	0707	Endorsement/Amendment/Conditions	Replaced	04MD-XW-GL02-CW-AR	0	GL EP 8002 0707.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Barry Martin, Janice Bartle

SERFF Tracking Number: XLAM-125288579 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Limited Pollution Coverage – Worksites	GL EP 8002	0707 AR	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 GL EP 8002 1204 AR Previous Filing #: 04MD-XW-GL02-CW-AR		GL EP 8002 0707 AR.doc

SERFF Tracking Number: *XLAM-125288579* *State:* *Arkansas*
First Filing Company: *Greenwich Insurance Company, ...* *State Tracking Number:* *AR-PC-07-026058*
Company Tracking Number: *07MD-XP-GL01-AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *Limited Pollution Coverage - Worksites Endorsement*
Project Name/Number: *Limited Pollution Coverage - Worksites Endorsement/07MD-XP-GL01-AR*

Attachment "GL EP 8002 0707 AR.doc" is not a PDF document and cannot be reproduced here.

SERFF Tracking Number: *XLAM-125288579* *State:* *Arkansas*
First Filing Company: *Greenwich Insurance Company, ...* *State Tracking Number:* *AR-PC-07-026058*
Company Tracking Number: *07MD-XP-GL01-AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *Limited Pollution Coverage - Worksites Endorsement*
Project Name/Number: *Limited Pollution Coverage - Worksites Endorsement/07MD-XP-GL01-AR*

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/31/2007

Comments:

Attachment:

07MD-XP-GL01-AR Transmittal.doc..pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 10/31/2007

Comments:

Attachment:

Cover Letter.pdf

Satisfied -Name: Side-By-Side Comparison **Review Status:** Approved 10/31/2007

Comments:

Please see attached side-by-side comparison. Thank you

Attachment:

GL EP 8002 SIDE BY SIDE.pdf

15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	9/12/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	07MD-XP-GL01-AR
------------------------------------------------------------------	-----------------

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Greenwich Insurance Company, XL Insurance Company, Inc., and XL Specialty Insurance Company are submitting a revised Elevator Program Commercial General Liability Independent form Filing.

Previous Endorsement Number

GL EP 8002 1204 Limited Pollution Coverage – Worksites

Revised Endorsement Number

GL EP 8002 0707 Limited Pollution Coverage – Worksites

The current form GL EP 8002 1204 is being replaced with GL EP 8002 0707. On Page 4, section C.2.3 – we have added the word “Paragraph” before the reference number to match the ISO GL Re-write changes.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



XL Insurance
Regulatory Services Group
1201 North Market Street
Suite 501
Wilmington, DE 19801
USA
Toll Free 866-304-3079
Phone 302-661-7010
Fax 302-778-4190

September 12, 2007

The Honorable Julie Benafield Bowman
Arkansas Department of Insurance
1200 W. 3rd Street
Little Rock, AR 72201-1904

RE: GREENWICH INSURANCE COMPANY NAIC# 1285-95-1479095
XL SPECIALTY INSURANCE COMPANY NAIC# 1285-85-0277191
XL INSURANCE AMERICA, INC. NAIC# 1285-75-6017952
Commercial General Liability Independent Form Filing
Elevator Program
Company File Number: 07MD-XP-GL03-MU-AR
Proposed Effective Date: December 1, 2007

Dear Commissioner Bowman:

The above referenced companies are submitting a revised Elevator Program Commercial General Liability Independent form Filing.

Previous Endorsement Number
GL EP 8002 1204 Limited Pollution Coverage – Worksites

Revised Endorsement Number
GL EP 8002 0707 Limited Pollution
Coverage – Worksites

The current form **GL EP 8002 1204** is being replaced with **GL EP 8002 0707**. On Page 4, section C.2.3 – we have added the word “Paragraph” before the reference number to match the ISO GL Re-write changes.

Your early review and approval/acknowledgement of this submission will be appreciated. Should you have any questions on this filing, please contact me at the numbers listed below. Thank you for your attention to this submission.

Respectfully Submitted,

Barry Martin
XL America, Inc.
State Filing Technician
Direct: 302.661.7074
Toll Free: 866.304.3079 ext 3074
Email: Barry.Martin@xlgroup.com

Page by Page Comparison

Documents Compared

GL EP 8002 0707.pdf

GL EP 8002 1204.pdf

Summary

5 page(s) differ

To see where the changes are, please scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE - WORKSITES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Each Pollution Incident Limit:

Pollution Liability Aggregate Limit:

Property Damage Deductible:

A. The following is added to SECTION 1 – COVERAGES:

COVERAGE D. LIMITED POLLUTION COVERAGE

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay:

(2) As damages because of:

(a) "Bodily Injury";

(b) "Property damage"; or

(2) As "clean-up costs" because of "environmental damage" which directly results from physical injury to tangible property

To which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages and "clean-up costs" is limited as described in Section **C.** of this Endorsement; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, or "clean-up costs."

(3) We have no duty to defend any request, demand or order by a government authority that any Insured or other test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of "pollution" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.

No other obligation to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS, Coverage D.**

b. This insurance applies to "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" only if:

(1) The "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" is caused by a "pollution incident".

(a) At a "work site" in the coverage "territory"; and

(b) That begins and ends within seventy two (72) hours; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE - WORKSITES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Each Pollution Incident Limit:

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(2) As damages because of:

(a) "Bodily Injury";

(b) "Property damage"; or

(2) As "clean-up costs" because of "environmental damage" which directly results from physical injury to tangible property

To which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages and "clean-up costs" is limited as described in Section **C.** of this Endorsement; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, or "clean-up costs."

(3) We have no duty to defend any request, demand or order by a government authority that any Insured or other test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of "pollution" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.

No other obligation to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS, Coverage D.**

b. This insurance applies to "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" only if:

(1) The "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" is caused by a "pollution incident".

(a) At a "work site" in the coverage "territory"; and

(b) That begins and ends within seventy two (72) hours; and

- (2) The “bodily injury,” “property damage” or demand for “clean-up costs” because of “environmental damage” occurs during the policy period.
- c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from “bodily injury.”

2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. “Bodily injury,” “property damage” or “clean-up costs” because of “environmental damage” expected or intended from the standpoint of the Insured.
- b. “Bodily injury,” “property damage” or “clean-up costs” because of “environmental damage” for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have as a matter of law in the absence of the contract or agreement.
- c. Any obligation of the Insured under a workers’ compensation, disability benefit, unemployment compensation law or any similar law.
- d. “Bodily Injury” to:
 - (1) An employee of the Insured arising out of and in the course of employment by the Insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This Exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- e. “Property damage” or “clean-up costs” because of “environmental damage” to:
 - (1) A “waste facility”;
 - (2) Property you own, rent or occupy now or at any other time;
 - (3) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;
 - (4) Property loaned to you; or
 - (5) Personal property in the care, custody or control of an Insured.
- f. “Clean-up costs” or any other expenses incurred by you or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize “pollutants” on or at:
 - (1) A waste facility;
 - (2) Premises you own, rent or occupy now or at any other time;
 - (3) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

- (2) The “bodily injury,” “property damage” or demand for “clean-up costs” because of “environmental damage” occurs during the policy period.
- c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from “bodily injury.”

2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. “Bodily injury,” “property damage” or “clean-up costs” because of “environmental damage” expected or intended from the standpoint of the Insured.
- b. “Bodily injury,” “property damage” or “clean-up costs” because of “environmental damage” for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have as a matter of law in the absence of the contract or agreement.
- c. Any obligation of the Insured under a workers’ compensation, disability benefit, unemployment compensation law or any similar law.
- d. “Bodily Injury” to:
 - (1) An employee of the Insured arising out of and in the course of employment by the Insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This Exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- e. “Property damage” or “clean-up costs” because of “environmental damage” to:
 - (1) A “waste facility”;
 - (2) Property you own, rent or occupy now or at any other time;
 - (3) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;
 - (4) Property loaned to you; or
 - (5) Personal property in the care, custody or control of an Insured.
 - f. “Clean-up costs” or any other expenses incurred by you or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize “pollutants” on or at:
 - (1) A waste facility;
 - (2) Premises you own, rent or occupy now or at any other time;
 - (3) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

- (4) Property loaned to you;
- (5) Personal property in the care, custody or control of an Insured;

or to any recovery claimed for such costs or expenses.

- g. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" included within the "products-completed operations hazard."
- h. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 or any deep water port as defined in the Deep Water Port Act of 1974, each as amended or may be amended.
- i. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of a "pollution incident" from "your work" or any part of a "work site" that is or was at any time used by you for storage, disposal, processing or containment of waste materials other than temporary storage while "your work" is in progress.
- j. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock or watercraft owned or operated by or loaned to any Insured. Use includes operations and "loading or unloading."

This exclusion does not apply to "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the operation of any of the equipment listed in Paragraph 1.(2) or 1.(3) of the definition of "mobile equipment."

- k. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water, or geothermal well.
- l. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or other order relating to the protection of the environment and promulgated by any government authority, provided that failure to comply is a willful or deliberate act or omission of:

- (1) An Insured; or
- (2) You or any of your members, partners or executive officers.

- m. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of acid rain.
- n. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of:
 - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
 - (2) The use of "mobile equipment" in or while in practice or preparation for a prearranged racing, speed or demolition contest or in any stunting activity.
- o. Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any Insured or other test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.

- (4) Property loaned to you;
- (5) Personal property in the care, custody or control of an Insured;

or to any recovery claimed for such costs or expenses.

- g. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" included within the "products-completed operations hazard."
- h. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 or any deep water port as defined in the Deep Water Port Act of 1974, each as amended or may be amended.
- i. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of a "pollution incident" from "your work" or any part of a "work site" that is or was at any time used by you for storage, disposal, processing or containment of waste materials other than temporary storage while "your work" is in progress.
- j. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock or watercraft owned or operated by or loaned to any Insured. Use includes operations and "loading or unloading."

This exclusion does not apply to "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the operation of any of the equipment listed in Paragraph 1.(2) or 1.(3) of the definition of "mobile equipment."

- k. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water, or geothermal well.
- l. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or other order relating to the protection of the environment and promulgated by any government authority, provided that failure to comply is a willful or deliberate act or omission of:

- (1) An Insured; or
- (2) You or any of your members, partners or executive officers.

- m. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of acid rain.
- n. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of:
 - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
 - (2) The use of "mobile equipment" in or while in practice or preparation for a prearranged racing, speed or demolition contest or in any stunting activity.
- o. Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any Insured or other test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.

- p. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this Exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

B. SUPPLEMENTAL PAYMENTS – COVERAGES A. AND B. is amended to:

SUPPLEMENTARY PAYMENTS – COVERAGES A., B AND D.

C. SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 1. is replaced by the following:

1. The Limits of Insurance shown in the Declaration and this Endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims Made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."

2. Paragraph 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A., except damages because of "bodily injury" or "property damage" in the products-completed operations hazard.
 - c. Damages under Coverage B., and
 - d. Damages under Coverage D.

3. The following is added:

8. Subject to Paragraph 2. above (the General Aggregate Limit), the Pollution Liability Aggregate Limit is the most we will pay for the sum of:
 - a. All damages because of all "bodily injury" and "property damage"; and
 - b. All "clean-up costs" incurred because of all "environmental damage" that results from all "pollution incidents."
9. Subject to Paragraph 2. above (the General Aggregate Limit) and Paragraph 8. above (the Pollution Liability Aggregate Limit), the Each Pollution Incident Limit is the most we will pay for:
 - a. All damages because of all "bodily injury" and "property damage"; and
 - b. All "clean-up costs" incurred because of all "environmental damage" arising from any one "pollution incident".

D. Paragraph 4. Other Insurance of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

All reference to Coverage A. or B. are amended to read Coverage A., B. or D.

- p. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this Exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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 - a. Insureds;
 - b. Claims Made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."

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2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A., except damages because of "bodily injury" or "property damage" in the products-completed operations hazard.
 - c. Damages under Coverage B., and
 - d. Damages under Coverage D.

3. The following is added:

8. Subject to 2. above (the General Aggregate Limit), the Pollution Liability Aggregate Limit is the most we will pay for the sum of:
 - a. All damages because of all "bodily injury" and "property damage"; and
 - b. All "clean-up costs" incurred because of all "environmental damage" that results from all "pollution incidents."
9. Subject to 2. above (the General Aggregate Limit) and 8. above (the Pollution Liability Aggregate Limit), the Each Pollution Incident Limit is the most we will pay for:
 - a. All damages because of all "bodily injury" and "property damage"; and
 - b. All "clean-up costs" incurred because of all "environmental damage" arising from any one "pollution incident".

D. Paragraph 4. Other Insurance of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

All reference to Coverage A. or B. are amended to read Coverage A., B. or D.

E. The following definitions are added to SECTION V- DEFINITIONS:

23. "Clean-up costs" mean expenses for the removal or neutralization of "pollutants."
24. "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere or any water course or body of water, including any or all flora and/or fauna present therewith.
25. "Pollution incident" means the actual or alleged emission, discharge, release or escape of "pollutants" from a "work site" provided that such emission, migration, absorption, discharge, release or escape results in "environmental damage." The entirety of any such emission migration, absorption, discharge, release or escape will be deemed to be one "pollution incident."
26. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
27. "Waste facility" means any site to which waste from the operations of a "work site" is legally consigned for delivery or delivered for storage, disposal processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.
28. "Work site" means any site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations. "Work site" does not include any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any Insured.

All other terms, conditions, limitations and exclusions of this policy remain unchanged and applicable.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number:
Policy Number:

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to:
Effective Date of this Endorsement:

(COMPANY NAME)

Countersigned by _____
Authorized Representative

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25. "Pollution incident" means the actual or alleged emission, discharge, release or escape of "pollutants" from a "work site" provided that such emission, migration, absorption, discharge, release or escape results in "environmental damage." The entirety of any such emission migration, absorption, discharge, release or escape will be deemed to be one "pollution incident."
26. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
27. "Waste facility" means any site to which waste from the operations of a "work site" is legally consigned for delivery or delivered for storage, disposal processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.
28. "Work site" means any site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations. "Work site" does not include any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any Insured.

All other terms, conditions, limitations and exclusions of this policy remain unchanged and applicable.

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Effective Date of this Endorsement:

(COMPANY NAME)

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE - WORKSITES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Each Pollution Incident Limit:

Pollution Liability Aggregate Limit:

Property Damage Deductible:

A. The following is added to SECTION 1 – COVERAGES:

COVERAGE D. LIMITED POLLUTION COVERAGE

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay:

(2) As damages because of:

(a) "Bodily Injury";

(b) "Property damage"; or

(2) As "clean-up costs" because of "environmental damage" which directly results from physical injury to tangible property

To which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages and "clean-up costs" is limited as described in Section **C.** of this Endorsement; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, or "clean-up costs."

(3) We have no duty to defend any request, demand or order by a government authority that any Insured or other test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of "pollution" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.

No other obligation to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS, Coverage D.**

b. This insurance applies to "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" only if:

(1) The "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" is caused by a "pollution incident".

(a) At a "work site" in the coverage "territory"; and

(b) That begins and ends within seventy two (72) hours; and

- (2) The “bodily injury,” “property damage” or demand for “clean-up costs” because of “environmental damage” occurs during the policy period.
- c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from “bodily injury.”

2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. “Bodily injury,” “property damage” or “clean-up costs” because of “environmental damage” expected or intended from the standpoint of the Insured.
- b. “Bodily injury,” “property damage” or “clean-up costs” because of “environmental damage” for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have as a matter of law in the absence of the contract or agreement.
- c. Any obligation of the Insured under a workers’ compensation, disability benefit, unemployment compensation law or any similar law.
- d. “Bodily Injury” to:
 - (1) An employee of the Insured arising out of and in the course of employment by the Insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This Exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- e. “Property damage” or “clean-up costs” because of “environmental damage” to:
 - (1) A “waste facility”;
 - (2) Property you own, rent or occupy now or at any other time;
 - (3) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;
 - (4) Property loaned to you; or
 - (5) Personal property in the care, custody or control of an Insured.
- f. “Clean-up costs” or any other expenses incurred by you or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize “pollutants” on or at:
 - (1) A waste facility;
 - (2) Premises you own, rent or occupy now or at any other time;
 - (3) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

- (4) Property loaned to you;
- (5) Personal property in the care, custody or control of an Insured;

or to any recovery claimed for such costs or expenses.

- g. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" included within the "products-completed operations hazard."
- h. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 or any deep water port as defined in the Deep Water Port Act of 1974, each as amended or may be amended.
- i. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of a "pollution incident" from "your work" or any part of a "work site" that is or was at any time used by you for storage, disposal, processing or containment of waste materials other than temporary storage while "your work" is in progress.
- j. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock or watercraft owned or operated by or loaned to any Insured. Use includes operations and "loading or unloading."

This exclusion does not apply to "bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of the operation of any of the equipment listed in Paragraph 1.(2) or 1.(3) of the definition of "mobile equipment."

- k. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water, or geothermal well.
- l. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or other order relating to the protection of the environment and promulgated by any government authority, provided that failure to comply is a willful or deliberate act or omission of:

- (1) An Insured; or
- (2) You or any of your members, partners or executive officers.

- m. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of acid rain.
- n. "Bodily injury," "property damage" or "clean-up costs" because of "environmental damage" arising out of:
 - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
 - (2) The use of "mobile equipment" in or while in practice or preparation for a prearranged racing, speed or demolition contest or in any stunting activity.

- o. Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any Insured or other test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.

- p. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this Exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

B. SUPPLEMENTAL PAYMENTS – COVERAGES A. AND B. is amended to:

SUPPLEMENTARY PAYMENTS – COVERAGES A., B AND D.

C. SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 1. is replaced by the following:

1. The Limits of Insurance shown in the Declaration and this Endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims Made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits."

2. Paragraph 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A.**, except damages because of "bodily injury" or "property damage" in the products-completed operations hazard.
- c. Damages under Coverage **B.**, and
- d. Damages under Coverage **D.**

3. The following is added:

8. Subject to Paragraph 2. above (the General Aggregate Limit), the Pollution Liability Aggregate Limit is the most we will pay for the sum of:

- a. All damages because of all "bodily injury" and "property damage"; and
- b. All "clean-up costs" incurred because of all "environmental damage" that results from all "pollution incidents."

9. Subject to Paragraph 2. above (the General Aggregate Limit) and Paragraph 8. above (the Pollution Liability Aggregate Limit), the Each Pollution Incident Limit is the most we will pay for:

- a. All damages because of all "bodily injury" and "property damage"; and
- b. All "clean-up costs" incurred because of all "environmental damage" arising from any one "pollution incident".

D. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

All reference to Coverage **A.** or **B.** are amended to read Coverage **A., B.** or **D.**

E. The following definitions are added to SECTION V- DEFINITIONS:

- 23. "Clean-up costs" mean expenses for the removal or neutralization of "pollutants."
- 24. "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere or any water course or body of water, including any or all flora and/or fauna present therewith.
- 25. "Pollution incident" means the actual or alleged emission, discharge, release or escape of "pollutants" from a "work site" provided that such emission, migration, absorption, discharge, release or escape results in "environmental damage." The entirety of any such emission migration, absorption, discharge, release or escape will be deemed to be one "pollution incident."
- 26. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 27. "Waste facility" means any site to which waste from the operations of a "work site" is legally consigned for delivery or delivered for storage, disposal processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.
- 28. "Work site" means any site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations. "Work site" does not include any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any Insured.

All other terms, conditions, limitations and exclusions of this policy remain unchanged and applicable.

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