



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – AS REQUIRED BY WRITTEN CONTRACT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following is added to the policy:

- A. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this policy, but:
1. Only if such written contract was executed prior to the “bodily injury” or “property damage” and is in effect at the time the “bodily injury” or “property damage” occurs; and
  2. Only with respect to such person or organization’s vicarious liability for “bodily injury” or “property damage” imposed on the Additional Insured; and
  3. Solely for liability caused by the sole negligent conduct of the Named Insured proximately caused by “your work” or “your product” for the Additional Insured.

However:

- a. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. This insurance does not apply to:
    - a. Any “bodily injury” or “property damage” arising out of “your work” or “your product” included in the “products-completed operations hazard” unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by “your work” or “your product” for the Additional Insured.
    - b. Any “bodily injury”, “property damage” or “personal and advertising injury” arising out of:
      - (1) The sole negligence of the Additional Insured or any employees, leased workers, temporary workers, volunteer workers, contractors, or subcontractors of the Additional Insured; or
      - (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
  2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
- C. With respect to the insurance afforded to the Additional Insured under this endorsement, the following is added to **SECTION III – LIMITS OF INSURANCE**:

This endorsement shall not increase the applicable limits of insurance, and the most we will pay on behalf of the Additional Insured is the lesser of the amount of insurance:

1. Required by written contract; or
  2. Available under the applicable limits of insurance.
- D. With respect to the insurance afforded to the Additional Insured under this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **4. Other Insurance**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
  2. You have agreed by written contract that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
- E. Duties of the Additional Insured in the event of an “occurrence”, claim or “suit”:
1. The Additional Insured must promptly give notice of an “occurrence”, an offense which may result in a claim, a claim which is made, or, a “suit” to any other insurer which has insurance for a loss to which this insurance may apply.
  2. The Additional Insured must promptly tender the defense of any claim made or “suit” to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

All other terms, conditions and exclusions remain unchanged.

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**COMMON POLICY CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE

LIQUOR LIABILITY COVERAGE

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE

It is understood and agreed that the following Conditions are added to this policy:

**1. Cancellation**

- a. The named insured listed first in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the named insured written notice of cancellation at least:
  - i. Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium or non-payment of Deductible; or
  - ii. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first named insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first named insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

**2. Non-renewal**

- a. If we elect not to renew this Policy, we shall mail written notice to the named insured's last mailing address known to us. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

**3. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The Named Insured listed first in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**4. Terms, Conditions and Premiums**

The Named Insured listed first in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date of the policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the policy in accordance

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**TIME ELEMENT POLLUTION LIABILITY ENDORSEMENT - OCCURRENCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following is added to the policy:

**SCHEDULE**

Discovery Period:	7 days
Reporting Period:	21 days

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution** is deleted and replaced with the following:

This insurance does not apply to:

**f. Pollution**

- (1)** “Bodily injury” or “property damage” arising directly or indirectly out of, related to, or, in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- (2)** Any loss, cost, expense, fines or penalties arising directly or indirectly out of, related to, or, in any way involving any:
  - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of “pollutants”; or
  - (b)** “Claim” or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing, the effects of “pollutants.”

This exclusion applies regardless of whether such “pollutants” have any function in your business, operations, premises, site or location or constitutes “your product” or is a component of “your product” or products you use.

This exclusion applies regardless of whether an alleged cause for the “bodily injury” or “property damage” is the insured’s negligence or wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

However, this exclusion does not apply to “bodily injury” or “property damage” caused by a “pollution incident”, provided that:

- 1. The “pollution incident” must be neither expected nor intended from the standpoint of an insured;
- 2. The “pollution incident” must have first commenced during the policy period;
- 3. The “pollution incident” must be discovered by the insured within the Discovery Period shown in the **SCHEDULE** above, from the date the “pollution incident” first commenced;
- 4. The “pollution incident” must be reported to us in writing within the Reporting Period shown in the **SCHEDULE** above, from the date the “pollution incident” first commenced;

and

5. Any "claim" or "suit" because of "bodily injury" or "property damage" caused by a "pollution incident" must be reported to us in writing as soon as practicable, and in no event any later than three (3) years after the policy has expired.

- B. For purposes of this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, is amended by adding the following:

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of "pollutants" transported via "mobile equipment", watercraft or "rolling stock" beyond the boundaries of the "job site project" or "premises".
2. "Bodily injury" or "property damage" arising out of operations performed at sites which any governmental agency has proposed for or has included on the Environmental Protection Agency's National Priorities List, any similar federal, state or local list or registry, or any other governmental list of locations or facilities containing or exhibiting "pollutants".
3. "Pollution incidents" based upon or attributable to the insured's willful, deliberate or intentional noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice of letter, executive order or instruction of any governmental agency or body.
4. "Pollution incident" arising out of a "well out of control".  
This exclusion does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard".
5. "Bodily injury" or "property damage" arising out of a "pollution incident" which occurs at or emanates from a "waste disposal site".
6. "Bodily injury" or "property damage" arising out of a "pollution incident" in any way involving any "underground storage tank".
7. "Claims" for or arising out of fines, assessments, or penalties.
8. "Bodily injury" or "property damage" arising out of a "pollution incident" which originates at or emanates from any location which is not a "job site project" or "premises", however, this exclusion does not apply to "your product".
9. "Bodily injury" or "property damage" arising out of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste which was not considered an irritant or contaminant at the time of the inception of this policy, and which subsequently is deemed to be a "pollutant" by a government entity during the term of this policy.
10. "Bodily injury" or "property damage" arising out of, based upon or resulting from environmental violations discovered or found in the course of an environmental audit, whether said audit was made voluntarily or not, when said audit is based upon federal, state or local law, rules, regulations, orders or notices.
11. "Bodily injury" or "property damage" arising out of or resulting from any activities of the insured which constitute a criminal offense under any federal, state or local law.

- C. For the purposes of this endorsement, the following definitions are added to **SECTION V – DEFINITIONS**:

1. "Claim" means a written demand seeking damages because of "bodily injury" or "property damage".
2. "Clean up costs" means, subject to Paragraphs a. and b. below, any costs or expenses relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of, or any response associated with, or any site assessment of the effects of "pollutants".
  - a. The "clean up costs" must be:
    - (1) Directly related to a covered "pollution incident";
    - (2) Reasonable in cost and necessary in scope; and
    - (3) Incurred directly by the insured to prevent, curtail or mitigate the imminent and substantial danger of immediate "bodily injury" or "property damage" which is not otherwise excluded from coverage, regardless of whether an insured has yet received a "claim" in relation to the "pollution incident".
  - b. "Clean up costs" does not include any measures to prevent the escape of "pollutants", except for those measures reasonable and necessary to prevent the further migration or dispersal of "pollutants" into the environment arising out of a "pollution incident".
3. "Job site project" means all work done by you or on your behalf, away from "premises", to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, tasks, or work orders under one contract are not separate "job site projects".
4. "Pollution incident" means a discharge, dispersal, release or escape of "pollutants" into or upon land, the atmosphere, or any water course or body of water, that arises from the insured's operations. All interrelated, repeated or continuous episodes of, and all "bodily injury" and "property damage" resulting from a "pollution incident" shall be deemed to be a single "pollution incident" sustained at the specific time and date when the "pollution incident" occurred.
5. "Premises" means any location owned, rented or occupied by you involving the same or connecting lots, or which connection is interrupted by only a street, roadway, waterway, or right-of-way of a railroad.
6. "Property damage" includes "clean up costs".
7. "Rolling stock" means railroad cars.
8. "Well out of control" means an uncontrolled and continuous flow of gas, oil or other substances from an oil or gas well.
9. "Underground storage tank" means any tank, vessel or storage facility, including associated piping and equipment connected to such tank, vessel or storage facility, which has at least ten (10) percent of its volume below ground.
10. "Waste disposal site" means a site or any part of a site which is or was used for treatment, storage, disposal, or processing of waste. "Waste disposal site" does not include a saline disposal site.

D. **SECTION III – LIMITS OF INSURANCE**, paragraph **5.**, is deleted and replaced with the following:

- 5.** Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a.** Damages under Coverage **A** and medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and

- b. Damages under Coverage **A** because of all “bodily injury” and “property damage” arising out of and directly related to any one “pollution incident”.

E. For purposes of this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

Item **4. Other Insurance** is deleted and replaced with the following:

If other valid and collectible insurance is available to you for “bodily injury” or “property damage” covered under this endorsement, this insurance is excess over such other insurance.

The following conditions are added:

**Duties in the event of Pollution Incident**

- a. You must see to it that any “pollution incident” is reported to us in writing within the Reporting Period shown in the **SCHEDULE** above, from the date the “pollution incident” first commenced;
- b. Any “claim” or “suit” because of “bodily injury” or “property damage” caused by a “pollution incident” must be reported to us in writing as soon as practicable, and in no event any later than three (3) years after the policy has expired.
- c. Refer to AP7001 Where To Report A Claim to report a “pollution incident” or “claim”.

**Factual Disagreement**

If we have a factual disagreement with you with respect to the “pollution incident” exception wording referenced under Section A. of this endorsement, the burden of proof rests with you at your expense. We will have no obligation to indemnify or defend any “claim” or “suit” until we have accepted your proof.

**Financial Responsibility / Guarantor**

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Control Act of 1990, any amendments to this act or any similar federal or states laws, and it is a condition of this insurance that is shall not be submitted to the United States Coast Guard or any other federal or state agency as evidence of financial responsibility of any insured.

We do not consent to be a guarantor. A guarantor means any party, other than the responsible party, who provides evidence of financial responsibility for a responsible party under the Oil Pollution Control Act of 1990 or any amendments to this act.

All other terms, conditions and exclusions remain unchanged.



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**UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following is added to the policy:

**SCHEDULE**

Each "Occurrence" Limit:	\$1,000,000
Aggregate Limit:	\$1,000,000
Deductible:	\$5,000
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)	

Description of Operations:	<p>Gasoline Recovery – from casing head or natural gas</p> <p>Oil or Gas Lease Operations – natural gas</p> <p>Oil or Gas Lease Operations – natural gas – within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay</p> <p>Oil or Gas Wells – cleaning or swabbing by contractors</p> <p>Oil or Gas Wells – cleaning or swabbing by contractors – within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay</p> <p>Oil or Gas Wells – drilling or re-drilling, installation or recovery of casing</p> <p>Oil or Gas Wells – drilling or re-drilling, installation or recovery of casing – within the limits of any town or city, on the right-of-way of any railroad</p> <p>Oil or Gas Wells – non-operating working interest</p> <p>Oil or Gas Wells – servicing – by contractors</p> <p>Oil or Gas Wells – shooting</p>
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With respect to "property damage" included within the "underground resources and equipment hazard" arising out of the operations performed by you or on your behalf and described in the Description of Operations above:

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property,** items **(4)** is deleted and replaced with the following:

**j. Damage To Property**

"Property damage" to:

- (4)** Personal property in the care, custody or control of the insured;



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**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US AS  
REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE

It is understood and agreed that item **8. Transfer Of Rights Of Recovery Against Others To Us** in the **CONDITIONS** Section of this policy is deleted and replaced with the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage, but:

1. Only if required by written contract; and
2. Only if such written contract was executed prior to the injury or damage and is in effect at the time the injury or damage occurs.

All other terms, conditions and exclusions remain unchanged.