

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BROADENED POLLUTION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

- 1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
- 2. With respect to the coverage afforded by Paragraph **A.1** above, Exclusion **B.6 Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purpose of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

C. Property Damage Liability Coverage Deductible

The damages that would otherwise be payable under **Liability Coverage** for "property damage" and "covered pollution cost or expense" caused in any one "accident" will be reduced by the "Property Damage" and "Covered Pollution Cost or Expense" Per "Accident" Deductible shown in the Broadened Pollution Liability Coverage Schedule prior to the application of the **Limit Of Insurance** provision.

D. Our Right To Reimbursement

To settle any claim or "suit" we may pay all or any part of the deductible shown in the Broadened Pollution Liability Coverage Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

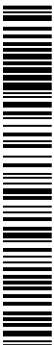
E. Limit Of Insurance

The following is added to Section II, Paragraph **C.**, Limit Of Insurance:

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or "suits" brought or persons or organizations making claims or bringing "suits," the most we will pay for the sum of all damages and "covered pollution cost or expense" involving the additional insurance provided by this endorsement is the Aggregate Limit shown in the Broadened Pollution Liability Coverage Schedule.

The Aggregate Limit shown in the Broadened Pollution Liability Coverage Schedule applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be

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deemed part of the last preceding period for purposes of determining the Aggregate Limit.

F. EXCESS COVERAGE

The additional insurance provided by this endorsement is in excess of any automobile pollution coverage required by your state and provided for in the Insurance Services Office, Inc. state Changes endorsement attached to this Coverage Form.

However, the additional insurance provided by this endorsement does not increase the each "accident" limit of this Coverage Form. Any claim paid for automobile pollution coverage as provided by the Insurance Services Office, Inc. state Changes endorsement attached to this Coverage Form will not be charged against the annual Aggregate Limit shown in the Broadened Pollution Liability Coverage Schedule.