

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION

This endorsement modifies the provisions of the following:

PERSONAL UMBRELLA LIABILITY POLICY

DEFINITIONS

The following definitions are added, and apply to the entire policy:

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Operation fluids mean fuels and lubricants necessary for the normal operation of mobile equipment or machinery.

Pollutant or **pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including:

- a. smoke, vapor, -soot, fumes, acids, alkalis, chemicals;
- b. radioactive matter, including electromagnetic fields or electromagnetic radiation;
- c. petroleum, or petroleum products in any form;
- d. asbestos or substances containing asbestos;
- e. lead or substances containing lead;
- f. waste, including materials to be recycled, reconditioned or reclaimed.

EXCLUSIONS

Exclusion 11. is deleted and replaced by the following:

11. **bodily injury, personal injury or property damage** arising out of.
- a. ingestion, inhalation, absorption, adsorption or exposure to **pollutants**;
 - b. actual, alleged or threatened discharge, dispersal, escape, migration, release or seepage of **pollutants**:
 - (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**;
 - (2) which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any **insured** or any person or organization for whom any **insured** may be legally liable;
 - (3) at or from any premises, site, or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - (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:
 - (i) **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - (ii) operations are to test for, monitor, clean up, detoxify or neutralize or in any way respond to or assess the effects of **pollutants**.

Subparagraph (4)(i) does not apply to **bodily injury, personal injury or property damage** arising out of the escape of **operating fluids** which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such **operating fluids** escape from a vehicle part designed to hold, store or receive them.

This exception does not apply if such **operating fluids** are intentionally discharged, dispersed or released, or brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by any **insured**, contractor, or subcontractor.

Subparagraphs (1) and (4)(i) do not apply to **bodily injury, personal injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.

Exclusion 16. is added:

16. any loss, cost or expense arising out of any:

- (a) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify 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, neutralizing or in any way responding to or assessing the effects of **pollutants**; or
- (c) claim or suit for damages because of the failure of any **insured** to disclose the presence of **pollutants** to a buyer, lender, leaseholder or renter.

Subparagraphs (a) and (b) do not apply to **property damage** arising out of heat, smoke or fumes from a **hostile fire**.