

POLLUTION LIABILITY - LIMITED COVERAGE FOR COVERED AUTOS SUBJECT TO AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, 11. POLLUTION is modified as follows: The following paragraph shall be placed at the end of 11. POLLUTION:

Paragraph a. of this exclusion does not apply if you demonstrate that the following five conditions are met:

- (i) the "pollutants" consist entirely of _____ (if this item is blank it shall mean fuel and lubricants from the covered auto);
- (ii) the covered "auto" transporting or towing the "pollutants" was upset or overturned in the course of transit or was involved in a collision with another object while in the course of transit;
- (iii) all of the "bodily injury" and "property damage" was caused by the "pollutants" which spilled from a covered "auto" as a result of the upset, overturn or collision of that covered "auto";
- (iv) you report the upset, overturn or collision to us within ninety (90) days of the date on which the upset, overturn or collision occurred; and
- (v) the claim is first made against an insured within two years after expiration of the Policy Term.

The most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" for which coverage is provided under this policy as modified by the terms of this endorsement, is \$ _____. Should this aggregate limit space be left blank, the aggregate limit shall be the per accident limit of insurance provided in Section II of the Policy. This aggregate limit is the most we will pay for such pollution damages and "covered pollution cost or expense" regardless of the number of:

- a) "insureds";
- b) claims made or "suits" brought; or
- c) persons or organizations making claims or bringing "suits".

This aggregate limit of insurance for such pollution damages and "covered pollution costs or expense" shall be a part of, and not in addition to, the per "accident" limit of insurance provided in Section II of the policy.

SECTION IV - BUSINESS AUTO CONDITIONS; OR SECTION V - TRUCKERS CONDITIONS; B. GENERAL CONDITIONS; 5. OTHER INSURANCE, is modified as follows: the following paragraph shall be placed at the end of the referenced Section.

Regardless of the provisions of the foregoing paragraphs in this Section, for any "property damage", "bodily injury" or "covered pollution cost or expense" that is covered due to the terms of this endorsement, **Pollution Liability - Limited Coverage For Covered Autos Subject to Aggregate Limit**, the coverage provided is excess over any other insurance. When the coverage provided by this endorsement, **Pollution Liability - Limited Coverage For Covered Autos Subject to Aggregate Limit**, and any other Coverage Form or policy also covers on an excess basis, we will pay only our share. Our share is the proportion that the aggregate limit of insurance shown on this endorsement bears to the total of the limits of all the Coverage Forms and policies covering on an excess basis.

SECTION V (BUSINESS AUTO COVERAGE FORM) OR SECTION VI (TRUCKERS COVERAGE FORM) - DEFINITIONS, D. "Covered pollution cost or expense" is modified as follows: The following paragraph shall be placed at the end of D. "Covered pollution cost or expense":

Paragraph a. of this exclusion does not apply if you demonstrate that the following five conditions are met:

- (i) the "pollutants" consist entirely of _____ (if this item is blank it shall mean fuel and lubricants from the covered auto) ;
- (ii) the covered "auto" transporting or towing the "pollutants" was upset or overturned in the course of transit or was involved in a collision with another object while in the course of transit;
- (iii) all of the "bodily injury" and "property damage" was caused by the "pollutants" which spilled from a covered "auto" as a result of the upset, overturn or collision of that covered "auto";
- (iv) you report the upset, overturn or collision to us within ninety (90) days of the date on which the upset, overturn or collision occurred; and
- (v) the claim is first made against an Insured within two years after expiration of the Policy Term.

If this Policy has a separate per accident Property Damage Limit of Liability, all references in this Endorsement to the per accident limit of liability shall refer to the per accident Property Damage Limit of Liability.

All other terms and conditions of this policy remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)