

CONTRACTORS POLLUTION LEGAL LIABILITY ENDORSEMENT

Policy Number:

Effective Date:

In Consideration of the premium charged, it is hereby understood and agreed that the coverage provided under this Policy is modified as follows:

A. Insuring Agreements I. Coverage is amended to add G. as follows:

G. If such Damages result from POLLUTION CONDITIONS arising out of the performance of Professional Services by any Insured.

“Pollution Conditions” means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

1. Bodily Injury for the purpose of this endorsement means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by Pollution Conditions arising out of the performance by the Insured of Professional Services designated in Item 1 of the Professional Liability Declarations.
2. Property Damage for the purpose of this endorsement means:
 - a. physical injury to or destruction of tangible property including the resulting loss of use thereof,
 - b. clean up costs,
 - c. loss of use of tangible property that has not been physically injured or destroyed.

Provided that such physical injury or destruction, clean-up costs and/or loss of use are caused by Pollution Conditions, arising out of the performance by the Insured of Professional Services designated in Professional Liability Declarations Item 1.

V. Definitions D. Damages is amended and replaced with the following:

The term Damages shall mean a judgment, award or settlement monetarily compensating a claimant.

The term Damages specifically excludes a judgment, award or settlement monetarily compensating a claimant for:

1. Return of fees, fines or penalties, sanctions, punitive or exemplary damages or the penalty portion of any treble damage award, taxes, or any matter which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
2. A judgment, award or settlement monetarily compensating a claimant for all actual or threatened loss or damage to persons or property, whether tangible or intangible (including all consequential loss or damage of any type) arising through any means whatsoever from any preparations for, attempt at or any actual action intended to intimidate or coerce a government, the civilian

population, or any segment thereof, in furtherance of political, social, ideological or religious objectives;

3. Bodily Injury or Property Damage arising from an Occurrence related to Construction Activities, unless:
 1. no other insurance affords Coverage for such Claim; and
 2. the judgment, award or settlement arises from the performance of Professional Services by the Insured.
4. Any claim arising out of any site/facility owned or leased by an Insured;
5. Any claim based upon or attributable to the Insured's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
6. Actual, alleged, or threatened exposure to nuclear source material, nuclear by-product materials, nuclear waste activities, nuclear incident, or extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954 or as amended.
7. Actual or alleged generation, transportation, storage or disposal of pollutants by an insured under this policy;
8. Claims where other insurance affords protection to the Insured, unless such insurance pays on behalf of the Insured exhausting limits, then this policy will be excess of such insurance and such payment will reduce the Insured's deductible under this policy.

Additional Definitions

- a. The term Bodily Injury shall mean any harm to a person(s) including, sickness, disease, mental anguish or shock sustained by any person(s), including death resulting therefrom.
- b. The term Property Damage shall mean:
 1. Physical injury to or destruction of tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 2. Loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.
- c. The term Occurrence shall mean an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- d. The term Construction Activities shall mean the performance of any work by or on behalf of any Insured or any other person or entity for which the Insured is responsible or alleged to be responsible.

Nothing herein contained shall be held to vary, alter, waive or extend any of the provisions of the Policy to which this endorsement attaches other than as above stated.