

## CONTRACTORS ENVIRONMENTAL LIABILITY ENDORSEMENT

Policy Number:

Effective Date:

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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 or the performance of work by itself or its subcontractors.

“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 or the performance of work by itself or its subcontractors.

V. Definitions D. Damages is amended to include the following:

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

- i. Any claim arising out of any site/facility owned or leased by an Insured;
- ii. 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;
- iii. 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.

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- iv. Actual or alleged generation, transportation, storage or disposal of pollutants by an insured under this policy;
- v. 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.

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.