

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TRANSPORTATION POLLUTION LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM  
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

Retroactive Date: \_\_\_\_\_

For the coverage provided by this endorsement only, the Retroactive Date is the date shown above.

In consideration of the premium paid, and not withstanding anything contained in the policy to the contrary, it is hereby agreed that the exclusion, Aircraft, Auto Or Watercraft in Section I, Coverage D, 2. Exclusions, is deleted in its entirety and replaced with the following:

### **Aircraft, Auto Or Watercraft**

“Bodily injury”, “property damage” or “environmental damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the “claims” against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the “occurrence” or “pollution condition” which caused the “bodily injury”, “property damage”, or “environmental damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft you do not own that is:
  - a. less than 26 feet long; and
  - b. not being used to carry persons or property for a charge.
3. Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or any insured;

4. Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft;
5. “Bodily injury”, “property damage”, or “environmental damage” arising out of:
  - a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - b. The operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of “mobile equipment”.
6. “pollution conditions”, provided that:
  - a. The “pollutants” were being carried in transit as cargo in or upon an “auto” or watercraft operated by the insured at the time of their accidental discharge, dispersal, release, or escape; or
  - b. The “pollutants” were undergoing “loading or unloading” from a watercraft, “auto”, aircraft, or rolling stock, whether owned, operated, rented or loaned to the insured or not.

The entirety of any such “pollution condition”, regardless of the length of time that “pollutants” are released, or the length of time over which “bodily injury”, “property damage”, or “environmental damage” occur shall be deemed to be a single “occurrence”.

This exception specifically does not provide coverage for any “claims” arising out of the disposal, treatment, or storage of “pollutants”.

All other terms and conditions of this policy remain unchanged.