

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

**LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

<b>Description Of Specified Operation(s):</b>

- A.** If this endorsement is attached to Environmental Services Liability Coverage Form **ENV 0001**, or the Environmental Services Businessowners Coverage Form, **EBOP 0001**, then the provisions under this paragraph **A.** apply:
  - 1.** Paragraph **1.b.** under Section **I – Coverages, Commercial General Liability Coverage A – Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following.
    - b.** This insurance applies to “bodily injury” and “property damage” only if:
      - (1)** The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
      - (2)** The “bodily injury” or “property damage” occurs during the policy period; and
      - (3)** The “bodily injury” or “property damage” arises or is alleged to arise out of any operation(s) shown in the Schedule above; and
      - (4)** Prior to the policy period, no insured listed under paragraph **1.**, of Section **II – Who Is An Insured** and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part.  
 If such a listed insured or authorized “employee” knew, prior to the “policy period”, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the “policy period” will be deemed to have been known prior to the “policy period”.
  - 2.** Paragraph **1.b.** under Section **I – Coverages, Commercial General Liability Coverage B – Personal and Advertising Injury Liability** is deleted in its entirety and replaced by the following:
    - b.** This insurance applies to “personal and advertising injury” caused by an offense arising out of your business but only if:
      - (1)** The offense arises out of your business in connection with any operation(s) shown in the Schedule above; and
      - (2)** The offense was committed during the “policy period” in the “coverage territory”.

3. Paragraph **1.a.** under Section **I – Coverages, Coverage C – Medical Payments** is deleted in its entirety and replaced by the following:
- a.** We will pay medical expenses as described below for “bodily injury” caused by an accident:
- (1) On premises you own or rent; or
  - (2) On ways next to premises you own or rent; or
  - (3) Because of the insured’s “covered operations” if those operations are shown in the Schedule above;
- provided that:
- (a) The accident takes place in the “coverage territory” and during the “policy period”; and
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**Coverage for any Operation(s) not shown in the Schedule above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.**

- B.** If this endorsement is attached to Environmental Services Liability Coverage Form **ENV 0002**, then the provisions under this paragraph **B.** apply.
1. Paragraph **1.b.** under Section **I – Coverages, Commercial General Liability Coverage A – Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following:
- b.** This insurance applies to “bodily injury” and “property damage” only if:
- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
  - (2) The “bodily injury” or “property damage” arises or is alleged to arise out of any operation(s) shown in the Schedule above; and
  - (3) The “bodily injury” or “property damage” did not first occur prior to the Commercial General Liability Coverage **A** and **B** Retroactive Date, if any, shown in the Declarations or after the end of the “policy period”; and
  - (4) Prior to the “policy period” no insured listed under paragraph **1.** of Section **II – Who Is An Insured**, and no “responsible insured” or “employee” authorized by you to give or receive notice of a “claim” or “occurrence” had knowledge of an “occurrence” which occurred prior to the Effective Date of this policy unless:
    - (a) This policy is a renewal and you reported, in writing, the “occurrence”, or suspected “occurrence” under a previous policy issued by us; or
    - (b) You reported the “occurrence” or suspected “occurrence” to us prior to the effective date shown in the Declarations; and
      - i We have acknowledged in writing that a “claim” arising out of that “occurrence” may be covered, subject to all the remaining terms and conditions of this policy; and
      - ii Have issued an endorsement to this policy excepting this condition of prior knowledge for potentially covered claims arising out of that “occurrence” or alleged “occurrence”; and
  - (5) A “claim” for damages because of “bodily injury” or “property damage” is:
    - (a) First made against an insured during the “policy period”, or within the Extended Reporting Period we provide under SECTION **V - EXTENDED REPORTING PERIODS COVERAGE A, B, D, and E**, if applicable, and

**(b)** Is reported in writing to us promptly during the “policy period”, or within the Extended Reporting Period we provide under SECTION V - EXTENDED REPORTING PERIODS COVERAGE **A, B, D,** and **E,** if applicable. Notice of an “occurrence” is not notice of a “claim”.

A “claim” is deemed first made against the insured when the insured first receives notice of it. A “claim” is deemed reported to us on the date we receive written notice of it.

All “claims” for damages because of “bodily injury” to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, will be deemed to have been made at the time the first of those “claims” is made against any insured.

All “claims” for damages because of “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured.

**2. Paragraph 1.b. under Section I – Coverages, Commercial General Liability Coverage B – Personal and Advertising Injury Liability is deleted in its entirety and replaced by the following:**

**b.** This insurance applies to “personal and advertising injury” caused by an offense arising out of your business but only if:

- (1)** The offense was committed in the “coverage territory” during the “policy period”; and
- (2)** The offense arises out of your business in connection with any operation(s) shown in the Schedule above; and
- (3)** The offense was not committed before the Commercial General Liability Coverage **A** and **B** Retroactive Date, if any, shown in the Declarations or after the end of the “policy period”; and
- (4)** Prior to the “policy period” no insured listed under paragraph **1.** of Section **II – Who Is An Insured,** and no “responsible insured” had knowledge of any “personal and advertising injury” which occurred prior to the Effective Date of this policy unless:
  - (a)** This policy is a renewal and you reported, in writing, the offense, or suspected “personal and advertising injury” under a previous policy issued by us; or
  - (b)** You reported the offense or suspected “personal and advertising injury liability” to us prior to the effective date shown in the Declarations; and
    - i** We have acknowledged in writing that a “claim” arising out of that “occurrence” may be covered, subject to all the remaining terms and conditions of this policy; and
    - ii** Have issued an endorsement to this policy excepting this condition of prior knowledge for potentially covered claims arising out of that “occurrence” or alleged “occurrence”; and
    - iii** All offenses or alleged offenses are no longer being committed, perpetuated or allowed to exist by any insured; and
- (5)** A “claim” for damages because of “bodily injury” or “property damage” is:
  - (a)** First made against an insured during the “policy period”, or within the Extended Reporting Period we provide under SECTION V - EXTENDED REPORTING PERIODS COVERAGE **A, B, D,** and **E,** if applicable, and
  - (b)** Is reported in writing to us promptly during the “policy period.” or within the Extended Reporting Period we provide under SECTION V - EXTENDED REPORTING PERIODS COVERAGE **A, B,C,D,** and **E,** if applicable. Notice of an “occurrence” is not notice of a “claim”.

A “claim” is deemed first made against the insured when the insured first receives notice of it. A “claim” is deemed reported to us on the date we receive written notice of it.

All “claims” for damages because of “personal and advertising injury” to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us in writing.

3. Paragraph 1.a. under Section I – Coverages, Coverage C – Medical Payments is deleted in its entirety and replaced by the following:

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent; or
- (2) On ways next to premises you own or rent; or
- (3) Because of the insured’s “covered operations” if those operations are shown in the Schedule above;

provided that:

- (a) The accident takes place in the “coverage territory” and during the “policy period”; and
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**Coverage for any Operation(s) not shown in the Schedule above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.**

All other terms and conditions of this policy remain unchanged.

SAMPLE