

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Policy No.	Named Insured*
Endorsement effective* 12:01 A.M. standard time at the mailing address shown in the policy declarations.	Endorsement expires 12:01 A.M. standard time at the mailing address shown in the policy declarations.
*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.	

By signing below I am verifying that I have read, and had explained to me, the following endorsement and understand and agree that this endorsement accurately indicates the coverage that I have requested and received and is properly limited as indicated.

X _____ Date _____
Signature of the first Named Insured or officer or partner of the First Named Insured

In consideration of the premium charged, it is understood and agreed that:

SECTION II - LIABILITY COVERAGE, paragraph **B. Exclusions** item **11. POLLUTION** is deleted and replaced with the following:

This insurance does not apply to any of the following:

11. Pollution

- a. Any " Bodily Injury", "Property Damage", and "Medical Payments" based upon, arising out of, or in any way relating to, the actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of "pollutants" into or upon land, the atmosphere or any water course or body of water, or to any claims of negligence arising out of exposure to toxic substances at or from a covered "auto" owned, rented or occupied by any Insured, or arising out of, resulting from, caused by or contributed to any person or organization for whose acts of omissions any Insured is liable.
- b. Any loss, cost or expense arising out of, resulting from, caused or contributed to by:
 - (1) Clean up or removal of "pollutants";
 - (2) Such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, disposal, escape, release or threat of same, of "pollutants";
 - (3) Disposal of pollutants or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
 - (4) Any governmental direction or request that the "insured" or others test for, monitor, clean up, remove, contain treat, detoxify or neutralize "pollutants".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the injury or damage is caused by an accident arising solely out of the overturn or collision of a covered "auto" away from premises owned or leased by the "insured" provided that:

- (i) The covered "auto" is owned, leased, rented by or loaned to you;
- (ii) Liability for such injury or damage was not assumed by any "insured" under any contract or agreement whether written or oral.
- (iii) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (iv) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

With respect to this exception to Paragraph a. above, the maximum amount we will pay for any loss is \$5,000.

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SECTION VI - DEFINITIONS - D.1. and 2. and L. are deleted and replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding, that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) In the course of transit on behalf of the "insured";

(2) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

L. "Pollutants" are defined as any solid, liquid, gaseous, or thermal, waste materials, toxic substance, irritant or contaminant, smoke, vapors, soot, fumes, engine emissions, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, or any substances including asbestos and silica which are or may be injurious to public health or the environment.

All other terms, conditions, and agreements of the policy shall remain unchanged.