

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

## **VOLUNTARY CLEAN-UP COSTS REIMBURSEMENT**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM (CG 00 39 only)

- A.** The following provision is added to POLLUTION LIABILITY COVERAGES (Section I):
- 3.** Insuring Agreement – Voluntary "Clean-up Costs" Reimbursement.
- We will reimburse the insured for other "clean-up costs" that the insured incurs, provided that:
- a.** The "clean-up costs" are reasonable and necessary;
  - b.** The "clean-up costs" are incurred to curtail or prevent a "pollution incident" that poses an imminent and substantial danger of "bodily injury", "property damage" or "environmental damage" to which the insurance provided under Paragraphs 1. or 2. of POLLUTION LIABILITY COVERAGES (Section I) applies; and
  - c.** During the policy period, we grant you prior written consent to undertake the clean-up. We may not withhold this consent without reasonable cause. Unless there is such cause, this Paragraph c. does not apply if the clean-up is an emergency measure you undertake to curtail or prevent loss.
- The amount we will pay for such "clean-up costs" is limited as described in LIMITS OF INSURANCE (Section III).
- Paragraph 3. ("No other obligation . . .") in POLLUTION LIABILITY COVERAGES (Section I) in the Pollution Liability Coverage Form is renumbered Paragraph 4.
- Paragraph 4., Exclusions, in POLLUTION LIABILITY COVERAGES (Section I) in the Pollution Liability Coverage Form is renumbered Paragraph 5.
- B. LIMITS OF INSURANCE** (Section III) is replaced by the following:
- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought;
    - c.** Governmental actions or consents we grant to incur "clean-up costs"; or
    - d.** Persons or organizations making claims or bringing "suits".
  - 2.** The Aggregate Limit is the most we will pay for the sum of:
    - a.** All damages because of all "bodily injury" and "property damage";
    - b.** All "clean-up costs" incurred because of all "environmental damage"; and
    - c.** All "clean-up costs" incurred to curtail or prevent a "pollution incident".
  - 3.** We will pay damages and "clean-up costs" only for the amount of the damages or "clean-up costs" which are in excess of the deductible amount, if any, shown in the Declarations. Subject to Aggregate Limit above, the most we will pay in any one "pollution incident" for the sum of:
    - a.** All damages because of all "bodily injury" and "property damage";
    - b.** All "clean-up costs" incurred because of all "environmental damage"; and

c. All "clean-up costs" incurred to curtail or prevent a "pollution incident";

will be the lesser of:

- (1) The Each "Pollution Incident" Limit shown in the Declarations; or
- (2) The sum of those damages and "clean-up costs".

For the purposes of Paragraph 3., above, a condition or set of related conditions which poses the threat of a "pollution incident", and because of which we grant our consent to undertake a clean-up, shall be considered a "pollution incident".

If the sum of damages and "clean-up costs" is less than the "Pollution Incident" limit, we may, or will if required by law, pay all of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.