THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. PLEASE READ THE ENTIRE FORM CAREFULLY.

CONTRACTORS POLLUTION LIABILITY CLAIMS MADE COVERAGE PART

PROVISIONS

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

All exclusions, conditions or definitions contained within this Coverage Part are provided in addition to any applicable exclusions, conditions and definitions provided within the Common Provisions which are incorporated in this Coverage Part and to which this Coverage Part is attached.

SECTION I – INSURING AGREEMENT

1. Contractors Pollution Liability

   a. We will pay, in excess of the Deductible shown in the Declarations, those sums the insured becomes legally obligated to pay:

      (1) As “damages” because of a bodily injury” or “property damage”; and

      (2) For “cleanup costs”; resulting from a “pollution condition” that was caused by an “occurrence” and to which this insurance applies. We may, at our discretion, investigate any “occurrence” or “pollution condition” and settle any “claim” or “suit” that may result. But the amount we will pay is limited as described in Section IV – Limits of Insurance And Deductible within the Common Provisions.

   b. This insurance applies to “bodily injury”, “property damage” and “cleanup costs” only if all of the following conditions are met:

      (1) Before the “policy period”, no insured had knowledge of any “occurrence” or “pollution condition” that could reasonably give rise to a “claim” under this Policy;

      (2) Neither the “claim” against you for that “bodily injury”, “property damage” or “pollution condition”, nor the “occurrence” resulting in that “bodily injury”, “property damage” or that “pollution condition” were reported under any policy in effect before the “policy period” or disclosed in the application for this Policy;

      (3) No fact, incident or circumstance involving an “occurrence” or “pollution condition” that reasonably would have resulted in a “claim” against you for that “bodily injury” or “property damage” or those “cleanup costs” was reported under any policy in effect before the “policy period” or disclosed in the application for this Policy;
(4) The “bodily injury”, “property damage” or “cleanup costs” resulted from a “pollution condition” caused by an “occurrence” that took place within the “coverage territory”;

(5) The “occurrence” arises out of “your work” performed, or “your product” delivered, on or after the Retroactive Date and before the end of the “policy period”;

(6) The “bodily injury”, “property damage”, or “pollution condition” resulting in “cleanup costs” occurs on or after the Retroactive Date and before the end of the “policy period”; and

(7) A “claim” for “damages” for that “bodily injury” or “property damage”, or for “cleanup costs” for that “pollution condition” is first made against any insured and reported to us in accordance with the provisions set forth in Section VI - Common Conditions, 5. Duties In the Event Of A Claim Or Suit within the Common Provisions, during the “policy period” or Extended Reporting Period, if applicable, that we provide under Section VIII – Extended Reporting Periods.

A “claim” by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:

(1) When written notice of such “claim” is received and recorded by us; or

(2) When we make settlement in accordance with paragraph 1. a. above.

All “claims” for “damages” for “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 and reported to us.

All “claims” for “damages” for “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 and reported to us.

All claims for “cleanup costs” incurred by 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 and reported to us.

All “claims” which arise out of the same or a related “pollution condition” will be deemed to have been made at the time at which the earliest “claim” arising out of such “pollution condition” was made, and all such “claims” shall be subject to the same Limit of Liability.

SECTION II – ADDITIONAL EXCLUSIONS

The following additional exclusions apply to the Contractors Pollution Liability Coverage Part in addition to those contained within the Common Provisions:

This Policy does not apply to “damages”, “defense expenses”, “cleanup costs” or any other loss, cost or expense, or any “claim” or “suit”:
1. **Damage To Impaired Property Or Property Not Physically Injured**

Based upon or arising out of “property damage” to, or “cleanup costs” for, “impaired property” or property that has not been physically injured, arising out of:

   a. A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or

   b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

2. **Damage To Property**

Based upon or arising out of “property damage” to, or “cleanup costs” for, any real or personal property or facility that, in whole or in part, was rented, occupied or in the care, custody and control of any insured at any time. However, this exclusion does not apply to “property damage” associated with real property in which covered contracted operations are or were being performed by any insured.

3. **Damage To Your Product**

Based upon or arising out of “property damage” to “your product” arising out of it or any part of it.

4. **Damage To Your Work**

Based upon or arising out of “property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

However, this exclusion does not apply:

   a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

   b. To the completed operations of “your work” whether performed by you or on your behalf.

5. **Professional Services**

Based upon or arising out of any insured’s rendering or failure to render any “professional services”.

However, this exclusion does not apply when specified “professional services” are endorsed onto this Coverage Part or where such services are incidental to the designated operations stated on a Designated Operations Coverage Endorsement applicable to this Coverage Part.

**SECTION III – ADDITIONAL CONDITIONS**

1. **Non-Stacking Of Limits Of Insurance**

If the Limits of Insurance of more than one Contractors Pollution Liability Claims Made Coverage Part issued by us or any of our affiliated companies applies to the same or related “occurrence” or “pollution condition”, then the maximum Limit of Insurance under all such Contractors Pollution Liability Claims Made Coverage Parts shall not exceed the highest applicable Limits of Insurance available under any one Contractors Pollution Liability Claims Made Coverage Part and the corresponding deductible for that Coverage Part.

2. **Continuous or Progressive Damage or Injury**

“Bodily injury”, “property damage” or a “pollution condition” occurring or existing...
partly before and partly on or after the Retroactive Date will be deemed to have occurred or existed before the Retroactive Date.

If the date cannot be determined upon which such “bodily injury”, “property damage” or “pollution condition” first occurred or existed then, for the purposes of policies issued by us, such “bodily injury”, “property damage” or “pollution condition” will be deemed to have occurred or existed before the Retroactive Date.