



VERMONT CHANGES - POLLUTION

This endorsement modifies insurance provided under:

HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART – OCCURRENCE
HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE
HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY INSURANCE COMMON POLICY CONDITIONS
HEALTHCARE PROVIDERS WORKPLACE LIABILITY COVERAGE PART
HEALTHCARE PROVIDERS GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid for this Policy, it is understood and agreed that the Policy is amended as follows:

- I. The section entitled **DEFINITIONS** of the **COMMON POLICY CONDITIONS** is amended to delete the definition of **pollutants** and replace it with the following:

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- II. The section entitled **EXCLUSIONS** of the **WORKPLACE LIABILITY COVERAGE PART**, and the **GENERAL LIABILITY COVERAGE PART** is amended to delete exclusion **M.** in its entirety, and replace it with the following:

We will not defend any **claim** for, or pay any amounts, including **claim expenses**, based on, arising out of, or related to:

M. Pollution

1. **Injury or damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any of **you**. However, this subparagraph does not apply to:
 - (1) **Injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (2) **Injury or damage** for which **you** may be held liable, if **you** are a construction contractor and the owner or lessee of such premises, site or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by or rented or loaned to **you** or any insured other than that additional insured;
 - (3) **Injury or damage** arising out of heat, smoke or fumes from a **hostile fire**;
 - b. At or from any premises, site or location which is or was at any time used by or for any of **you** or others for the handling, storage, disposal, processing or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (1) Any of **you** or any other insured;
 - (2) Any person or organization for whom **you** may be legally responsible; or
 - d. At or from any premises, site or location on which any of **you**, or any contractors or subcontractors working directly or indirectly on any of **your** behalfs, are performing



operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by any of **you** or any such contractor subcontractor. However, this subparagraph does not apply to:

- (1) **Injury or damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **injury** or **damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by any of **you** or by such contractor or subcontractor;
 - (2) **Injury or damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or;
 - (3) **Injury or damage** arising out of heat, smoke or fumes from a **hostile fire**.
- e. At or from any premises, site or location on which any of **you**, or any contractors or subcontractors working directly or indirectly on any of **your** behalfs, are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of **pollutants**.
2. Any loss, cost or expense arising out of any:
- a. Request, demand, order or statutory or regulatory requirement that any of **you** 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**; or
 - b. **Claim** or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, **pollutants**.

However, this paragraph does not apply to liability for damages because of **damage** that **you** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such **claim** or suit by or on behalf of a governmental authority.

- III. The section entitled **COVERAGE AGREEMENT** of the **WORKPLACE LIABILITY COVERAGE PART**, and the **GENERAL LIABILITY COVERAGE PART** is amended to add the following **Coverage D Pollution Bodily Injury and Property Damage**. The section entitled **DEFENSE AND SETTLEMENT** does not apply to this **Coverage D**, which incorporates its own defense provisions applicable only to **Coverage D**.

Coverage D – Pollution Bodily Injury And Property Damage

1. Insuring Agreement

- a. We will pay those sums that **you** become legally obligated to pay as damages because of **injury** or **damage** included within the **pollution liability hazard** to which this insurance applies. We will have the right and duty to defend **you** against any **suit** seeking those damages. However, we will have no duty to defend **you** against any **suit** seeking damages for **injury** or **damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any **claim** or **suit** that may result. But:
 - (1) The amount we will pay for damages is limited as described in the section entitled **LIMIT OF LIABILITY**; and
 - (2) Our right and duty to defend end when we have used up the Pollution Liability Aggregate Limit in the payment of judgments or settlements.



No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage D.

- b. This insurance applies to **injury** or **damage** only if:
- (1) The **injury** or **damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - (2) The **injury** or **damage** occurs during the **policy period**; and
 - (3) A **claim** for damages because of the **injury** or **damage** is first made against any of **you**, in accordance with Paragraph c. below, during the **policy period**.
- c. 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 notice of such **claim** is received and recorded by any of **you** or by us; or
 - (2) When we make a settlement in accordance with paragraph 1.a. above.

All **claims** for damages because of **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 **injury** will be deemed to have been made at the time the first of those claims is made against any of **you**.

All **claims** for damages because of **damage** causing loss to the same person or organization as a result of an **occurrence** will be deemed to have been made at the time the first of those **claims** is made against any of **you**.

All **claims** for **injury** or **damage** arising out of a discharge, release or escape of **pollutants**, including all **injury** or **damage** arising out of all subsequent exposure of persons and property to such **pollutants**, shall be deemed to have been made at the time the first of those **claims** is made against any of **you**.

2. Supplementary Payments – Coverage D

We will pay, with respect to any **claim** we investigate or settle, or any **suit** against **you** we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **injury** coverage under **Coverage D** applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by **you** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against **you** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against **you**.
- f. Prejudgment interest awarded against **you** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

IV. The section entitled **EXCLUSIONS** of the **WORKPLACE LIABILITY COVERAGE PART**, and the **GENERAL LIABILITY COVERAGE PART** is amended to indicate that the exclusions already shown there do not apply to

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Insured Name:

Policy No:

Endorsement No: 1

Effective Date:



Coverage D Pollution Bodily Injury and Property Damage and that the exclusions added below apply only to **Coverage D Pollution Bodily Injury and Property Damage**:

This insurance does not apply to:

a. Expected or Intended Injury

Injury or **damage** expected or intended by any particular **you**. This exclusion does not apply to:

- (1) Others of **you** who did not expect or intend the **injury** or **damage**; nor
- (2) **Injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Injury or **damage** for which **you** are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an **insured contract**, provided the **injury** or **damage** occurs subsequent to the execution of the contract or agreement; or
- (2) That **you** would have in the absence of the contract or agreement.

c. Workers' Compensation And Similar Laws

Any of **your** obligations under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employers Liability

Injury to:

- (1) **Your employee** arising out of and in the course of:
 - (a) Employment by **you**; or
 - (b) Performing duties related to the conduct of **your** business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether **you** may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the **injury**.

This exclusion does not apply to liability **you** assumed under an **insured contract**.

e. Aircraft, Auto Or Watercraft

Injury or **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 of **you**. Use includes operation and **loading or unloading**.

This exclusion applies to **claims** against any of **you** that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any of **you**, if the **occurrence** which resulted in the **injury** or **damage** involved 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 of **you**.

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 cargo 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 any of **you**;
 - (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
 - (5) **Injury** or **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 where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **6.b** or **6.c.** of the definition of **mobile equipment**.
- f. **Mobile Equipment**
Injury or **damage** arising out of:
- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any of **you**; or
 - (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.
- g. **War**
Injury or **damage**, however caused, arising directly or indirectly out of:
- (1) War, including undeclared or civil war; or
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority, using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- h. **Damage To Property**
Damage to:
- (1) Property **you** own, rent or occupy, including any costs or expenses incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of **injury** to a person or **damage** to another's property.
 - (2) Premises **you** sell, give away or abandon, if the **damage** arises out of any part of those premises;
 - (3) Property loaned to **you**; or
 - (4) Personal property in the care, custody or control of any of **you**.
- Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.
- i. **Product Liability**
Injury or **damage** caused by a **product**.
- j. **Statutory Or Regulatory Clean-up Costs**
Any loss, cost or expense arising out of any:



- (1) Request, demand, order or statutory or regulatory requirement that any of **you** 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**; or
- (2) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, **pollutants**.

However, this paragraph does not apply to liability for damages because of **damage** that **you** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such **claim** or **suit** by or on behalf of a governmental authority.

k. Injury Or Damage

Injury or damage that are covered under **Coverage Agreement A** or **Coverage Agreement C**.

V. The section entitled **LIMIT OF LIABILITY** of the **WORKPLACE LIABILITY COVERAGE PART**, and the **GENERAL LIABILITY COVERAGE PART** is amended to add the following Schedule and wording:

The Pollution Liability Aggregate Limit is the most we will pay under Coverage **D** for all damages because of **injury** and **damage** for which a **claim** is first made during the **policy period**.

SCHEDULE

Pollution Liability Aggregate Limit: \$ 1,000,000.

VI. The section entitled **ADDITIONAL DEFINITIONS** of the **WORKPLACE LIABILITY COVERAGE PART**, and the **GENERAL LIABILITY COVERAGE PART** is amended to add the following definitions applicable only to **Coverage D – Pollution Bodily Injury And Property Damage**:

- **“Coverage territory”** means any location used by **you** to provide professional services, provided **your** responsibility to pay damages is determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico, or Canada.
- **“Loading or unloading”** means the handling of property:
 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
 2. While it is in or on the aircraft, watercraft or **auto**; or
 3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered.
- **“Mobile equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises **you** own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:



- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

- **“Pollution liability hazard”** means all **injury** and **damage** arising out of the discharge, release or escape of **pollutants** at or from:
 - 1. Premises **you** own, rent or occupy; or
 - 2. Any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations.
- **“Suit”** means a civil proceeding in which damages because of **injury** or **damage** to which this insurance applies are alleged. **Suit** includes:
 - 1. An arbitration proceeding in which such damages are claimed and to which **you** must submit or does submit with our consent; or
 - 2. Any other alternative dispute resolution proceeding in which such damages are claimed, and to which **you** with our consent.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.