



**OREGON MUTUAL INSURANCE COMPANY  
COMMERCIAL LIABILITY UMBRELLA  
BRIDGE ENDORSEMENT**

M2670U (9-08)

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

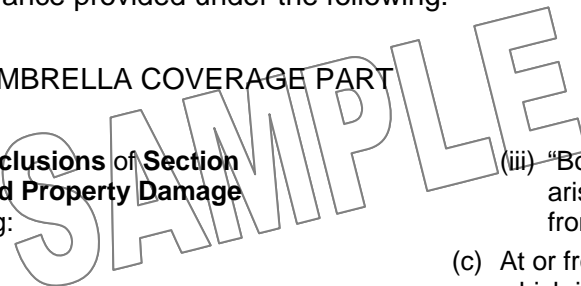
Exclusion i. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

i. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of "pollutants":
  - (a) That are, or ever were, contained in any property that is, or ever was:
    - (i) Being transported or towed by, handled or handled for movement into, onto or from any "auto",
    - (ii) Otherwise in the course of transit by or on behalf of the insured, or
    - (iii) Being stored, disposed of, treated or processed in or upon any "auto";
  - (b) At or from any premises, site or location that is or was at any time, owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your applicable "underlying insurance" 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, any insured, other than that additional insured; or



- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (c) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (d) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom any insured may be legally responsible; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph (e) does not apply to:
  - (i) "Bodily injury" or "property 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", any "auto" covered by applicable "underlying insurance" or the parts of either, 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 "bodily injury" or "property 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 such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property 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
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (f) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf 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) "Pollution cost or expense".

However, this paragraph (2) does not apply to liability for damages because of "property damage" that the insured would have in the absence of any request, demand, order or statutory or regulatory requirement, claim or suit as described in parts (a) or (b) of the definition of "pollution cost or expense".

Subparagraph (a) of part (1) of this exclusion i. does not apply if any applicable "underlying insurance" shown in the **Schedule of Underlying Insurance** provides coverage at the full limits of liability shown therein for such losses as are described in subparagraph (a) of part (1) for any "autos" involved in such operations.

As used in this exclusion, "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**

2. Exclusions

This insurance does not apply to:

Asbestos

1. "Bodily injury" or "property damage" arising out of, resulting from, caused by, or contributed to by, asbestos, exposure to asbestos or the use of asbestos;

2. Any damages or any loss, cost or expense arising out of:
- a. Any claim or suit by or on behalf of any governmental authority or any other allegedly responsible party because of:
- (1) Assessing the presence, absence or amount or effects of asbestos;
- (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
- (3) Responding to asbestos in any way other than as described in a. (1) and (2) above; or
- b. Any request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
- (1) Assessing the presence, absence or amount or effects of asbestos;
- (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
- (3) Responding to asbestos in any way other than as described in b. (1) and (2) above.
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

Exclusions

This insurance does not apply to:

Asbestos

1. "Personal and advertising injury " arising out of, resulting from, caused by, or contributed to by, asbestos, exposure to asbestos or the use of asbestos;
2. Any damages or any loss, cost or expense arising out of:
- a. Any claim or suit by or on behalf of any governmental authority or any other allegedly responsible party because of:
- (1) Assessing the presence, absence or amount or effects of asbestos;
- (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or

- (3) Responding to asbestos in any way other than as described in a. (1) and (2) above; or
- b. Any request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
  - (1) Assessing the presence, absence or amount or effects of asbestos;
  - (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
  - (3) Responding to asbestos in any way other than as described in b. (1) and (2) above.
- 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
- 4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

Exclusion j. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

j. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, or watercraft that is owned or operated by or rented or loaned to any insured.

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 50 feet long; and
  - (b) Not being used to carry persons or property for a charge; or
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**

2. Exclusions

This insurance does not apply to:

Lead

- 1. "Bodily Injury" or "property damage" arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
- 2. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
- 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or
- 4. Any obligation to share damages with or repay someone else who must pay damages in connection with parts (1), (2) or (3) above.

Part (11) of Exclusion s. Professional Services of Paragraph 2., **Exclusions of Section 1 - Coverage A – Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

(11) Services in the practice of pharmacy;

Part (k) of Exclusion a. (15) Professional Services of Paragraph 2., **Exclusions of Section 1 - Coverage B – Personal and Advertising Injury Liability** is deleted and replaced by the following:

(k) Services in the practice of pharmacy;

**Exclusion t. Electronic Data of Paragraph 2., Exclusions of Section 1 - Coverage A – Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply to the extent that valid "auto" "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance", unless otherwise directed by this insurance.

The following exclusion is added to Paragraph 2.,  
**Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**

2. Exclusions

This insurance does not apply to:

Lead

1. "Personal and advertising injury" arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;

2. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or
4. Any obligation to share damages with or repay someone else who must pay damages in connection with parts (1), (2) or (3) above.

SAMPLE