



**OREGON MUTUAL INSURANCE COMPANY  
 POLLUTION LIABILITY – BROADENED COVERAGE  
 FOR COVERED AUTOS – BUSINESS AUTO AND  
 MOTOR CARRIER COVERAGE FORM**

M2833A (5-12)

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

<b>Limit Of Insurance:</b>	\$
<b>Aggregate Limit:</b>	\$
<b>Deductible:</b>	\$ 1,000 (Does not apply to "Bodily Injury")
<b>Premium:</b>	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

- a. 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
- b. 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".

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is 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 that any "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"; or
  2. Any 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".

"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":

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

### C. Limit Of Insurance

The following is added to Paragraph C., **Limit Of Insurance, Section II – Liability Coverage**:

1. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or “suits”, the most we will pay for the sum of all damages and “covered pollution cost or expense” involving the additional insurance provided by this endorsement is the Aggregate Limit shown in the Schedule above.
2. The Aggregate Limit shown in the Schedule above applies separately to each annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. However, if the policy period is extended after issuance for an additional period, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.

### D. Deductible

Our obligation under this endorsement to pay damages for “property damage” on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Schedule of the endorsement as applicable to Each Covered Pollution Cost or Expense Limit. Neither the Each Covered Pollution Cost or Expense Limit nor the Pollution Aggregate Limit will be reduced by the application of such deductible amount. The terms of this insurance apply irrespective of the application of the deductible amount, including those with respect to:

1. Our right and duty to defend any “suits” seeking those damages; and
2. Your duties in the event of an “occurrence”, claim or suit.

We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.