

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-OWNED LOCATION COVERAGE
BLANKET LOCATIONS - CLAIMS-MADE AND REPORTED**

THIS ENDORSEMENT AFFORDS CLAIMS-MADE AND REPORTED COVERAGE ONLY FOR NON-OWNED LOCATION(S). CLAIMS-MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTORS ENVIRONMENTAL COVERAGE

Subject to the Limits of Insurance and deductible set forth in “ITEM 4.C (2)” of the Declarations, and all policy terms and conditions, in consideration of the premium paid and in reliance upon the statements that you provided to us in the application and any other supplemental information provided in connection with the application concerning your “non-owned location(s),” all of which are incorporated and made a part of this policy, we agree to provide coverage as shown in the Declarations and described as follows:

1. **Section I. INSURING AGREEMENTS** is amended to include the following additional **Insuring Agreement**:

Non-Owned Location Coverage – Claims-Made

We will pay on behalf of the “insured” for “loss” or “remediation expense” in excess of the deductible that the “insured” becomes legally obligated to pay as a result of “contamination” on, under or migrating beyond the legal boundaries of a “non-owned location,” provided that:

1. The “loss” or “remediation expense” is the result of: (i) a “claim” for “bodily injury,” “property damage” or “environmental damage” that is first made against the “insured” and reported to us during the “policy period,” or as expressly provided for in the “extended reporting period,” if applicable; or (ii) “contamination” that caused the “insured” to incur “emergency expense” during the “policy period;” and
2. Such “contamination” first commences on or after the Non-Owned Location Retroactive Date in ITEM 8. in the Declarations and before the end of the “policy period.”

Solely with respect to the above Insuring Agreement, the policy is modified as follows:

2. **Section II. DEFINITIONS** is amended to add the following definitions:

“Extended reporting period” means either:

1. Automatic extended reporting period under “**EXTENDED REPORTING PROVISIONS**,” Paragraph A.; or
2. Supplemental extended reporting period under “**EXTENDED REPORTING PROVISIONS**,” Paragraph B.;

Whichever is applicable, in which to report a claim first made against the insured following termination of coverage, as described in “**EXTENDED REPORTING PROVISIONS**,” of this policy.

“Non-owned location” means:

1. A site or location that is not owned, leased, managed or operated by the “insured,” additional insured, or their respective parents, subsidiaries or affiliates, and that is approved by us and listed in the Non-Owned Location Schedule endorsed to this policy; or
2. A facility used for the recycling, treatment, storage or disposal of waste or materials generated by “your contracting operations or your insured location,” but only if at the time the waste is accepted by the facility and the facility:
 - a. Is not owned, managed, operated or leased by the “insured” or “additional insured” or their respective parents, subsidiaries or affiliates;
 - b. Possesses all valid permits and/or licensees and is operating in substantial compliance with all applicable regulations or “laws” to accept, store, or process such materials or waste;
 - c. Is not subject to any proceeding or litigation under CERCLA, RCRA or an equivalent state, local or provincial “law;”
 - d. Is not or has not ever been listed or proposed for listing on the Federal National Priorities List or state or provincial equivalent (State Superfund or Hazardous Site List); or
 - e. Is not insolvent or in bankruptcy.

“Your insured location” means only those properties or locations approved by us and listed in the Premises Environmental Coverage part endorsement or in a Your Insured Location Schedule endorsed to this policy. “Your insured location” does not include a “project site.”

3. Section II. DEFINITIONS, paragraph E.1. “Contamination” is amended to add the following paragraph:

“Contamination” also means the discharge, dispersal, release or escape of any “contaminants” into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater that originates at a “non-owned

location,” provided such contaminants are not naturally present in the environment or structures in the amounts or concentrations discovered;

4. Section II. DEFINITIONS, paragraph U. “Policy Period” is amended to add the following paragraph:

Or with respect to any “non-owned location(s),” the deletion of any such location(s) from this policy by us at your written request.

5. Section III. LIMITS OF INSURANCE AND DEDUCTIBLE is amended by the deletion of Paragraph E.

6. Section IV. EXCLUSIONS, Paragraph O. Product Liability is amended to add the following paragraph:

This exclusion does not apply to such products while within the boundaries of a “non-owned location.”

7. Section IV. EXCLUSIONS, Paragraph X. Waste Disposal, Transfer, Treatment or Recycling Facility is amended to add the following paragraph:

This exclusion does not apply to “non-owned location(s).”

8. EXTENDED REPORTING PERIOD PROVISIONS

It is hereby agreed that, solely with respect to coverage afforded by this endorsement, the policy is amended as follows:

The following “**EXTENDED REPORTING PROVISIONS**” shall apply to this endorsement attached to and made part of this policy and that affords coverage on a Claims-Made and Reported Basis

A. Automatic Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, we will provide to you a ninety (90) day automatic “extended reporting period,” at no additional charge.
2. The automatic “extended reporting period” will apply to any “claim” first made against you and reported to us in writing during the ninety (90) day extension period, but only with respect to:
 - a. A negligent act, error or omission in “your professional services,” provided that “your professional services” are otherwise covered by this policy; or
 - b. “Contamination” that the “named insured” discovers during the “policy period” and reports to us in writing during the “policy period;” or

- c. Solely with respect to “contamination” that the “named insured” discovers within twenty-four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such “contamination” is otherwise covered by this policy.

- 3. If you purchase replacement coverage for this policy or a supplemental “extended reporting period” under “B.” below, the ninety (90) day automatic extension period will end on the effective date of the replacement coverage or on the effective date of the supplemental “extended reporting period,” whichever is earliest.

B. Supplemental Extended Reporting Period

- 1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, you shall have the right to purchase a supplemental “extended reporting period” of three (3) years for a premium of not more than two hundred and fifty percent (250%) of the expiring policy premium.
- 2. The supplemental “extended reporting period” will apply to any “claim” first made against you and reported to us in writing during the supplemental “extended reporting period” but only with respect to:
 - a. A negligent act, error or omission in “your professional services,” provided that “your professional services” are otherwise covered by this policy; or
 - b. “Contamination” that the “named insured” discovers during the “policy period” and reports to us in writing during the policy period; or
 - c. Solely with respect to “contamination” that the “named insured” discovers within twenty four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such “contamination” is otherwise covered by this policy.

- 3. You must apply for this extension in writing, accompanied by payment of premium, prior to the expiration of the ninety (90) day automatic “extended reporting period” under A. above.

C. Extended Reporting Periods

The “extended reporting periods” are subject to the following conditions, as applicable:

- 1. All premium paid with respect to a supplemental “extended reporting period” shall be deemed to be fully earned as of the first day of the extension period.

2. The supplemental “extended reporting period” described herein shall commence upon the day that the automatic “extended reporting period” terminates.
3. For the purpose of any “extended reporting period,” any change in premium, deductible, Limits of Insurance or other terms or conditions at renewal is not a refusal to renew.
4. Limits of Insurance available during any “extended reporting period” shall not exceed the balance of the Limits of Insurance in effect at the time the policy terminated.
5. In the event similar insurance is in force covering any “claims” first made during the automatic “extended reporting period,” there is no coverage under this policy.
6. In the event similar insurance is in force covering any “claims” first made during the supplemental “extended reporting period,” coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or self-insured retention amounts of such other insurance. For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an “insured” for liability.
7. Any “extended reporting period” does not extend the “policy period.” Any “claim” first made against you during an “extended reporting period” will be deemed to have been first made during the last day of the “policy period.”

All other policy terms and conditions remain unchanged.