

SAMPLE

Limited Agricultural Pollution Amendment- Auto - CA 70 42 12 99 Policy Amendment

This endorsement modifies insurance provided under the Business Auto Coverage Form - CA0001.

Words and phrases that appear in bold face have special meaning. Refer to Section V - Definitions in the Business Auto Coverage Form. Words and phrases that appear in quotation marks have special meaning. Refer to the DEFINITIONS section of this endorsement.

Exclusion 11. Pollution, is revised to include the following as the last subsection:

AUTO CARGO - Paragraphs a.(1)(a) and a.(1)(b) above of this exclusion do not apply to **bodily injury** or **property damage** that directly results from the accidental discharge, dispersal, release or escape of **agricultural chemicals** or **fuels** while being transported by, loaded into or onto, or unloaded from, your covered **auto**.

However, this AUTO CARGO subsection does not apply to any:

- a. Liability assumed under any contract or agreement, except for liability the **insured** would have had in the absence of the contract or agreement;
- b. **Bodily injury** or **property damage** that arises out of the intentional discharge, dispersal or release of the **agricultural chemicals** or **fuels**; or
- c. Loss, cost or expense arising out of any :
 - (1) 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) 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 c. does not apply to liability for damages because of **property damage** that the **insured** 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.

And, subject to the Limit of Insurance for Liability Coverage shown in the Declarations, the most we will pay for coverage provided by this AUTO CARGO subsection and resulting from any one **accident** is \$100,000. Each Accident. This limit is included within, and is not in addition to, the Limit of Insurance for Liability Coverage shown on the Declarations.

Definitions

As used in this AUTO CARGO subsection:

- a. **Agricultural chemical** means any pesticide, insecticide, miticide, rodenticide, herbicide, fungicide, fertilizer or plant nutrients which:
 - (1) Is used by or on behalf of you in usual and normal agricultural operations, provided that such are governmentally approved for current use;
 - (2) Is used as they were designed to be used; and
 - (3) Are fit for the original purposes or uses for which they were intended.

Agricultural chemical does not mean living plants, bacteria, viruses, animals or animal parts, waste or excrement.

- b. **Fuels** means 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 **autos**.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President