

Everest's "Pollution Solution"

- All major Pollution Liability coverages on one Pollution focused policy
- GL can remain on Admitted paper
- GL and Pollution coverages have separate limits
- A+ XV Paper



Coverage Highlights	ISO CGL 00 01 04 13 w/CG 21 65 12 04*	Poll Package	Claims Scenario
Separate Limits for Pollution	No	Yes	N/A
Contractors Pollution Liability	Exclusion f. Pollution (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.	1. Insuring Agreement (3) The "bodily injury" or "property damage" results from a "pollution condition" that arises out of "your work".	Insured is a Street & Road Contractor. While excavating for a new roadway, Insured ruptured an underground petroleum pipeline. Petroleum contaminated soil and a nearby creek. Cleanup costs were in excess of \$200,000.
Transportation Pollution Liability	Exclusion g. - Aircraft, Auto Or Watercraft "Bodily injury" or "property 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 insured. Use includes operation and "loading or unloading". Exclusion f. Pollution (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.	1. Insuring Agreement (3) The "bodily injury" or "property damage" results from a "motor vehicle pollution condition" that arises from the transportation of "cargo" in or on a "covered auto"	Insured is a distributor of milk and transports the milk from farms to processing facilities using tanker trucks. During a delivery, Insured was exiting a highway and the tanker overturned spilling milk onto the exit ramp which then flowed into a wetlands area. Cleanup costs exceeded \$45,000.
Products Pollution Liability	Exclusion f. Pollution (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.	1. Insuring Agreement a) Those sums that the insured becomes legally obligated to pay as compensatory damages because of "bodily injury", "property damage", "environmental damage" resulting from "pollution conditions" caused by "your product" and included within the "products-completed operations pollution hazard".	Insured sells fuel dispensers, hoses and nozzles. During fueling, the hose and nozzle leaked and fuel got into the customers eye causing significant damage to the eye. Bodily Injury indemnity costs were over \$50,000
Site Specific Pollution Liability	Exclusion f. Pollution (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.	1. Insuring Agreement 2.) The "bodily injury" or "property damage" is caused by a "site pollution condition" that emanates from your "covered site" in the "coverage territory".	Insured is a large excavation contractor with a large fleet of mobile equipment. A bulldozer the Insured owns was being stored on the Insured's premises and had a leak. Gasoline leaked from the fuel tank and polluted the neighboring property. Cleanup costs were over \$15,000

* *CG 21 65 12 04 – TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

***"The above are actual claim examples representative of claims Everest has seen. They are not meant to be a representation of future coverage as that depends on the specific facts and policy language that apply. Please refer to the actual policy wording in each offered from to determine coverage applicability."