

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

LOUISIANA POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
WORKPLACE LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

1. The following replaces Exclusion M. under Section V. Exclusions, of the Professional Liability Coverage Part:

M. **injury** or **damage** arising out of actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** into or upon the land, atmosphere, watercourse or any body of water caused by or resulting from **medical waste**.

For purposes of this endorsement the definition of "**medical waste**" means any medical material, chemical, bio-hazard or by-product including any solid, liquid or gaseous material or substances of a medical origin.

The definition of **medical waste** does not include materials or chemicals when used on a patient and not discarded.

2. The following replaces Exclusion M. under Section IV., Exclusions, of the General Liability Coverage Part and the Workplace Liability Coverage Part:

M. **injury** or **damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** into or upon the land, atmosphere, watercourse or any body of water:

1. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
2. 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**;
3. which are or were at any time transported, handled, stored, treated, disposed of or processed as **waste** by or for any insured or any person or organization for whom **you** may be legally responsible; or
4. 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:
 - a. if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - b. 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**.

Subparagraph 1. does not apply to **injury** if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Subparagraph 4.a. does not apply to **injury** or **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 or its parts, 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 fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs 1. and 4.a. do not apply to **injury** or **damage** arising out of heat, smoke or fumes from a **hostile fire**.

Subparagraphs 1. and 4.a. do not apply to **injury** or **damage** arising out of a **short-term pollution event** provided **you** notified us of the **short-term pollution event** as soon as practicable but no more than fourteen (14) days after its ending.

This exclusion also applies to any loss, cost or expense arising out of any:

1. request, demand or order 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**.

3 The following definition is added to Section III., Additional Definitions, of the General Liability Coverage Part and the Workplace Liability Coverage Part:

"Short-Term Pollution Event" means a discharge, dispersal, release or escape of **pollutants** which:

- A. begins during the policy period;
- B. begins at an identified time and place;
- C. ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the **pollutants**; and
- D. is not heat, smoke or fumes from a **hostile fire**.

To be a **short-term pollution event**, the discharge, dispersal, release or escape of **pollutants** need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same **pollutants** from essentially the same source, considered together, must satisfy Provisions A. through D. of this Definition to be considered a **short-term pollution event**.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
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