

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – WYOMING CHANGES

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

A. The following changes are applicable to Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability.

1. Section I – Coverages, Coverage A, paragraph 1., Insuring Agreement, sub-paragraph a., item (2) is deleted in its entirety and replaced with the following paragraph.

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:

- (a) Judgments or settlements under Coverage A, B, D, E, or F; and
- (b) “Clean-up costs” under Coverage D, E, or F; and
- (c) “Defense expenses” incurred under Coverage E, or F; and
- (d) Medical payments under Coverage C.

Tender of limits before judgment or settlement does not relieve us of our duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under item 3., Supplementary Payments – Coverage A – Bodily Injury and Property Damage Liability.

2. The following sub-paragraph f. is added to Section I – Coverages, Coverage A, paragraph 1., Insuring Agreement.

f. Damages include prejudgment interest awarded against the insured.

3. Section I – Coverages, Coverage A, paragraph 3., Supplementary Payments – Coverage A – Bodily Injury and Property Damage Liability; sub-paragraph a., item (6), is deleted in its entirety and not replaced.

B. The following changes are applicable to Section I – Coverages, Coverage B – Personal and Advertising Injury Liability.

1. Section I – Coverages, Coverage B, paragraph 1., Insuring Agreement, sub-paragraph a., item (2) is deleted in its entirety and replaced with the following paragraph.

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:

- (a) Judgments or settlements under Coverage A, B, D, E, or F; and
- (b) “Clean-up costs” under Coverage D, E, or F; and
- (c) “Defense expenses” incurred under Coverage E, or F; and
- (d) Medical payments under Coverage C.

Tender of limits before judgment or settlement does not relieve us of our duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under item 3., Supplementary Payments – Coverage B – Bodily Injury and Property Damage Liability.

2. The following sub-paragraph c. is added to Section I – Coverages, Coverage B, paragraph 1., Insuring Agreement.

c. Damages include prejudgment interest awarded against the insured.

3. Section I – Coverages, Coverage B, paragraph 3., Supplementary Payments – Coverage B – Personal and Advertising Injury Liability; sub-paragraph f., is deleted in its entirety and not replaced.

- C.** The following changes are applicable to Section I – Coverages, Coverage D – Contractors’ Pollution Liability.
1. Section I – Coverages, Coverage D, paragraph 1., Insuring Agreement, sub-paragraph a., item (2) is deleted in its entirety and replaced with the following paragraph.
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:
 - (a) Judgments or settlements under Coverage A, B, D, E, or F; and
 - (b) “Clean-up costs” under Coverage D, E, or F; and
 - (c) “Defense expenses” incurred under Coverage E, or F; and
 - (d) Medical payments under Coverage C.

Tender of limits before judgment or settlement does not relieve us of our duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under item 3., Supplementary Payments – Coverage D – Contractors’ Pollution Liability.
 2. The following sub-paragraph f. is added to Section I – Coverages, Coverage D, paragraph 1., Insuring Agreement.
 - f. Damages include prejudgment interest awarded against the insured.
 3. Section I – Coverages, Coverage D, paragraph 3., Supplementary Payments – Coverage D – Contractors’ Pollution Liability; sub-paragraph f., is deleted in its entirety and not replaced.
- D.** The following changes are applicable to Section I – Coverages, Coverage E – Consultants’ Professional Liability.
1. Section I – Coverages, Coverage E – Consultants’ Professional Liability, paragraph 1., Insuring Agreement, sub-paragraph a., item (2) is deleted in its entirety and replaced with the following paragraph.
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:
 - (a) Judgments or settlements under Coverage A, B, D, E, or F; and
 - (b) “Clean-up costs” under Coverage D, E, or F; and
 - (c) “Defense expenses” incurred under Coverage E, or F; and
 - (d) Medical payments under Coverage C.

Tender of limits before judgment or settlement does not relieve us of our duty to defend.
 2. The following sub-paragraph c. is added to Section I – Coverages, Coverage E, paragraph 1., Insuring Agreement.
 - c. Damages include prejudgment interest awarded against the insured.

- E.** The following changes are applicable to Section **I** – Coverages, Coverage **F** – Non-Owned Disposal Site Pollutions Liability.
- 1.** Section **I** – Coverages, Coverage **F** – Non-Owned Disposal Site Pollution Liability, paragraph **1.**, Insuring Agreement, sub-paragraph **b.**, item **(2)** is deleted in its entirety and replaced with the following paragraph.
 - (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:
 - (a)** Judgments or settlements under Coverage **A, B, D, E, G** or **F**; and
 - (b)** “Clean-up costs” under Coverage **D, E,** or **F**; and
 - (c)** “Defense expenses” incurred under Coverage **E,** or **F**; and
 - (d)** Medical payments under Coverage **C.**

Tender of limits before judgment or settlement does not relieve us of our duty to defend.
No other obligation to pay sums or performs services is covered.
 - 2.** The following sub-paragraph **e.** is added to Section **I** – Coverages, Coverage **F**, paragraph **1.**, Insuring Agreement.
 - e.** Damages include prejudgment interest awarded against the insured.

All other terms and conditions of this policy remain unchanged.