

OWNERS', LANDLORDS' & TENANTS' LIABILITY COVERAGE

TOTAL POLLUTION EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Owners', Landlords' & Tenants' Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Paragraph 5. POLLUTION contained under SECTION I – COMMON EXCLUSIONS COVERAGES A, B, C and D, is deleted and replaced by the following:

This insurance does not apply to:

5. POLLUTION

- 5.1. **Bodily injury, property damage or personal injury** arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** at any time. However, this subparagraph does not apply to:
 - 5.1.1. **Bodily injury or property 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 permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
 - 5.1.2. **Bodily injury** if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- 5.2. Any loss, cost or expense arising out of any:
 - 5.2.1. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate, or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - 5.2.2. Claim or **action** by or on behalf of a governmental authority for **compensatory damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating, or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

All other terms and conditions of the Policy remain unchanged.