

AMENDED POLLUTION LIABILITY EXCLUSION

This Endorsement changes the policy. Please read it carefully.

It is understood and agreed the following exclusion is added to **PART 4 – EXCLUSIONS**:

1. This Policy shall not apply to **Claims Based Upon**:

- 1.1. the actual, alleged, potential or imminent threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape or disposal at any time of **Pollutants**;
- 1.2. the actual or alleged, potential or imminent existence at any time of **Pollutants**;
- 1.3. the actual or alleged, potential or imminent exposure at any time to **Pollutants**; or
- 1.4. the contamination at any time of water, land, real or personal property or the atmosphere caused contributed to, by or arising out of **Pollutants** by any means.

Whether or not such discharge, emission, dispersal, seepage, migration, release, escape, existence, exposure or contamination:

- 1.5. is a result of the operations of the **Insured Organization** or is a risk inherent in the operations of the **Insured Organization**; or
- 1.6. occurs indoors or outdoors.

2. This Policy shall not apply to **Claims** directly or indirectly related to or any **Loss**, cost or expense for the testing for:

- 2.1. remediation, clean up, monitoring, removing, containing, treating, detoxifying, decontamination, stabilization or neutralizing **Pollutants**; or
- 2.2. mitigating, rectifying or assessing the effects of any **Pollutants**.

3. **Claims Based Upon** any supervision, instructions, recommendations, warnings, or advice given or that should have been given in connection with clauses 1 and 2 above.

4. This exclusion applies regardless of the cause of the injury or damage or **Loss**, cost or expense or whether other causes acted concurrently or in any sequence to produce the injury or damage, **Loss**, costs or expense.

5. However, this exclusion shall not apply to any **Claim** related to any **Employment Practices Wrongful Act** for any retaliatory treatment of any claimant's actual or alleged:

- 5.1. refusal to violate any federal, provincial, territorial or local statutory law or *common law* or civil law regarding **Pollutants**, or any other equivalent foreign law; or
- 5.2. disclosure regarding any actual or alleged **Pollutants** by the Insured Organization.

All terms of this policy shall remain unchanged except as otherwise provided in this Endorsement.