

FARM LIMITED POLLUTION LIABILITY – AMENDED EXCLUSION (TIME ELEMENT)

This Endorsement Changes the Policy. Please Read it Carefully.

Attached to and forming part of Farm Liability Form LF02.

COMMON EXCLUSION 5. Pollution Liability of COVERAGES A, B, C, D, E and F is deleted and replaced by the following:

This insurance does not apply to:

5. Pollution Liability

- a. "Bodily Injury" or "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (1) which occurred prior to the policy period shown in the Declarations;
 - (2) 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 Insureds. However, this subparagraph does not apply to:
 - (a) "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; or
 - (b) "Bodily Injury" or "property damage" for which the Named Insured may be held liable, if the Named Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Named Insured's policy as an additional insured with respect to the Named Insured's ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a "hostile fire";
 - (3) 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;
 - (4) 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 the Insured may be legally responsible; or
 - (5) 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 if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such Insured, contractor, or subcontractor. However, this subparagraph does not apply to:
 - (a) "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 vehicle 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;
 - (b) "Bodily Injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Named Insured or on the Named Insured's behalf by a contractor or subcontractor;
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a "hostile fire";
- Sub-paragraphs (2) and (5)(a) of paragraph a. of this exclusion do not apply to "Bodily Injury" or "Property Damage" caused by an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" provided such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
- a.
 1. results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
 2. is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 3. is reported to the Insurer within 120 hours of being detected; and
 4. does not occur in a quantity or with a quality that is routine or usual to the business of the Insured.
 - b. Any fines or penalties assessed against or imposed upon any Insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
 - c. Any loss, cost or expense arising out of any:
 - (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 effect of "pollutants";
 - (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".

However, this section c. does not apply to liability for "compensatory damages" because of "property damage" that the Insured would have had in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

Sub paragraph a.(5)(a) of this exclusion does not apply to "bodily injury" or "property damage" arising out of fumigation or pest control operations which the Insured has been contracted to provide.

Limit of Insurance

Coverage provided under this extension shall be included in and is not in addition to the limit of insurance applicable to Farm Liability LF02. Coverage shall be limited to the amount as stated in the declaration page(s), applicable to this Form. The Limit of Insurance shown on the declarations page applicable to this Form is both the Each Occurrence Limit and the Aggregate Limit of Insurance.

Except as otherwise provided in this endorsement all terms and conditions of the form to which this endorsement is attached shall remain unchanged.