

Intact Insurance Company

Limited Pollution Liability (Farm Umbrella)

This Endorsement Changes The Policy. Please Read It Carefully.

Attached to and forming part of Farm Umbrella Liability Coverage Form UF01.

Exclusion (m) is deleted and replaced by the following:

- 1. "Bodily Injury", "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":
 - (i) which occurred prior to the "policy period" shown on the Declarations;
 - (ii) 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";
 - iii) at or from any premises, site or location which is or was at any time used by or for any "insured" or others for handling, storage, disposal, processing or treatment of waste;
 - (iv) 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
 - (v) at or from any premises, site or location on which an "insured" or any contractors or subcontractors working directly or indirectly on an "insured's" behalf are performing operations:
 - a) if the "pollutants" are brought on 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, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of the "pollutants".
- 2. Any fines or penalties accessed against or imposed upon an "Insured" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
- 3. Any loss, cost or expense arising out of any request, demand or order than 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" unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" covered by this policy.



Sub-paragraphs (ii) and (v) (a) of paragraph 1 of this exclusion do not apply to "bodily injury" or "property damage" caused by:

- 1) heat, smoke or fumes from a hostile fire. As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be; or
- 2) 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) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
 - b) is detected within 120 (one hundred and twenty) hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - c) is reported to the Insurer within 120 (one hundred and twenty) hours of being detected; and
 - d) does not occur in a quantity or with a quality that is routine or usual to the business of the Insured.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.