

COMMERCIAL GENERAL LIABILITY COVERAGE

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING, DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases 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 Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

It is agreed that the following replaces, Exclusion 4. Pollution of the **COMMON EXCLUSIONS COVERAGES A,B,C and D** in the Commercial General Liability Max Form:

This insurance does not apply to:

1. **Bodily injury, personal injury, advertising injury or property damage** which would not have occurred in whole or part but for the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** at any time.

This exclusion does not apply to:

- 1.1. **Bodily injury** if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any Insured and caused by smoke, fumes, vapour or soot from any 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
- 1.2. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**, unless that **hostile fire** occurred or originated:
 - 1.2.1. 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; or
 - 1.2.2. 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 operations are to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, **pollutants**.
2. Any loss, cost or expense arising out of any:
 - 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
 - 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.