

## LIMITED POLLUTION LIABILITY EXTENSION (120 HOURS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that exclusion 4. Pollution of SECTION I – COMMON EXCLUSIONS COVERAGES A, B, C AND D of the Wrap-Up Liability Form is deleted and replaced by the following:

This insurance does not apply to:

### 4. POLLUTION

- 4.1. **Bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:
- 4.1.1. 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. However, this sub-paragraph does not apply to:
- 4.1.1.1. **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;
- 4.1.1.2. **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
- 4.1.1.3. **Bodily injury or property damage** occurring at any premises, site or location situated in Canada and arising out of 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**:
- 4.1.1.3.1. Results in the injurious presence of **pollutants** in or upon land, the atmosphere, drainage or sewer system, watercourse or body of water; and
- 4.1.1.3.2. Is detected within one hundred and twenty (120) hours after the commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
- 4.1.1.3.3. Is reported to us within one hundred and twenty (120) hours of the detection of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
- 4.1.1.3.4. Occurs in quantity or with a quality that is in excess of that which is routine or usual to the business of any Insured.
- 4.1.2. 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;
- 4.1.3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- 4.1.3.1. Any Insured; or
- 4.1.3.2. Any person or organization for whom any Insured may be legally responsible.
- 4.1.4. At or from any premises, site or location on which any Insured or anyone working 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. However, this sub-paragraph does not apply to:
- 4.1.4.1. **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;
- 4.1.4.2. **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 any Insured or on anyone working indirectly on Insured's behalf;
- 4.1.4.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
- 4.1.4.4. **Bodily injury or property damage** occurring at any premises, site or location situated in Canada and arising out of 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**:
- 4.1.4.4.1. Results in the injurious presence of **pollutants** in or upon land, the atmosphere, drainage or sewer system, watercourse or body of water; and
- 4.1.4.4.2. Is detected within one hundred and twenty (120) hours of commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
- 4.1.4.4.3. Is reported to us within one hundred and twenty (120) hours of the detection of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
- 4.1.4.4.4. Occurs in quantity or with a quality that is in excess of that which is routine or usual to the business of any Insured; or
- 4.1.5. At or from any premises, site or location on which any Insured or anyone working indirectly on any Insured's behalf are performing operations 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 effects of, **pollutants**.
- 4.2. Any loss, cost or expense arising out of any:
- 4.2.1. 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
- 4.2.2. 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**.

However, this Section 4.2. does not apply to liability for **compensatory damages** because of **property damage** that the Insured would have 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.

4.3. Any fines or penalties assessed against or imposed upon any Insured.

**LIMIT OF INSURANCE**

Each Occurrence Limit applicable to sub-paragraphs 4.1.1.3. and 4.1.4.4. above is as specified in the Declaration Page(s) for this Endorsement and is part of, and not in addition to, the Each Occurrence Limit as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES**. Each Occurrence Limit applicable to all other sub-paragraphs of this Endorsement is the Each Occurrence Limit as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES**.

All other terms, conditions and limitations of this Policy shall remain unchanged.