

Form #PE803 (Rev. Aug 29, 2012)
Absolute Pollution Exclusion

With respect to the coverage provided in this Policy, the following replaces Item 1, Pollution Liability found in Section II Common Exclusions – COVERAGES A, B, C, AND D of this Policy:

THIS FORM IS ATTACHED TO AND MUST BE READ TOGETHER WITH THE COMMERCIAL GENERAL LIABILITY POLICY.

1. Pollution Liability

This Policy does not apply to any claim arising directly or indirectly out of:

- (a) Bodily Injury or Property Damage or Personal and Advertising Injury which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
- (b) any liability, loss, cost or expense of the Insured arising out of any direction or request by any governmental authority that pollutants be tested for monitored, cleaned up, removed, contained, treated, detoxified or neutralized; or
- (c) any payment for the investigation or defense of any loss, injury or damage, or any cost, fine or penalty, or for any expense, claim or suit related to any of the above.

Notwithstanding the generality of this exclusion, it shall not exclude coverage for claims by any person alleging personal injury, bodily injury or property damage caused by a product when such damage occurs or is alleged to have occurred after the product has been sold and before the product has become a waste product or part of a waste product.

“**Clean-up**” means reasonable and necessary costs, charges, and expenses, including legal expenses with our written consent, incurred in the investigation, removal, neutralization, remediation, or immobilization of Pollutants including associated monitoring or disposal of soil, surface water, groundwater or other contamination to the extent required by environmental law, or that have been incurred by the federal or any provincial, territorial or local government within Canada, or by third parties.

“**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, PROVISIONS AND CONDITIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.