

Form #TPE (Rev. May 22, 2014)
Total Pollution Exclusion

APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY FORM

Exclusion 1. Pollution Liability of Section I – Common Exclusions – Coverages A, B, C and D is deleted and replaced by the following:

This insurance does not apply to:

4. Pollution

- (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" however caused and whenever happening;
This exclusion 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 if that building is, or was at any time, owned, managed, rented to others or occupied by an insured or rented to an insured.
- (2) Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - b. 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 or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

All other terms and conditions of the policy remain unchanged.

SAMPLE