

## Exclusion - Absolute Pollution Endorsement

This Endorsement is attached to, forms part of and modifies insurance provided under this policy.

### AMENDED EXCLUSION

Under the **Commercial Common Agreements, Definitions, Exclusions and Conditions Form- LIABILITY FORMS- COMMON LIABILITY EXCLUSIONS**, Item (6)- Pollution is amended to read:

This insurance does not apply to:

#### (6) Pollution

- (a) "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"
- i. at or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to "you";
  - ii. at or from any premises, site or location which is or was at any time used by or for "you" or others for the handling, storage, disposal, processing or treatment of waste;
  - iii. which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for "you" or any person or organization for whom "you" may be legally responsible;
  - iv. at or from any premises, site or location on which "you" or others working directly or indirectly on "your" behalf are performing work, if the "pollutants" are brought to the premises, site or location in connection with such work by "you" or others on "your" behalf or others; or
  - v. at or from any premises, site or location on which "you" or others working directly or indirectly on "your" behalf are performing work, if the work is to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants"
- (b) Any loss, cost or expense arising from any:
- (i) Request, demand, order, statutory requirement or regulatory requirement that "you" test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants"; or
  - (ii) claim or "suit" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of "pollutants".

However this exclusion does not apply to "bodily or mental injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire".

"Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

All other terms and conditions of the policy remain unchanged