

## PESTICIDES ACT (ONTARIO) EXTENSION ENDORSEMENT

Attached to and forming part of this policy.

This endorsement modifies insurance provided under the Commercial General Liability (CGL) and the Commercial Common Agreements, Definitions, Exclusions and Conditions (COMM), if shown on the Declaration Page. Item (5) Pollution Liability Exclusion of the Liability Common Liability Exclusion on the Common Agreements, Definition, Exclusions and Conditions (COMM) is subject to the following additional provision

### Pollution Liability Exclusion

With respect to "bodily injury" and "property damage" to which this endorsement applies:

1. Coverage under this extension is provided only if the occurrence is a "Pollution Incident"
2. The Limits of Insurance are as follows:

Each Occurrence Limit	\$500,000
Tenants' Legal Liability Limit	\$300,000
3. These limits are respectively part of, not in addition to the Each Occurrence Limit of Liability and the General Aggregate Limit of Liability shown in the Declarations.
4. The following definitions are added:

"Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.

"Pollutants" means any solid, liquid or gaseous contaminant other than heat, sound, vibration or radiation.

"Pollution Incident" means an unexpected and unintentional discharge, dispersal, release or escape of any "pollutants", that is sudden and accidental. Such discharge, dispersal, release or escape is the result of the normal business operations of the insured resulting in "environmental damage". The entirety of any such occurrences which arises out of a continuous or repeated exposure to substantially the same condition shall be deemed to be one "pollution incident".

### Deductible

- (a) Our obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of \$ 1,000 and the limits of insurance applicable to each "occurrence" for Property Damage Liability and any one premise for Tenants' Legal Liability will be reduced by the amount of such deductible.
- (b) The deductible amount applies as follows:
  - (i) Under Coverage A: To all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
  - (ii) Under Coverage D, Tenants' Legal Liability, to all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
- (c) The terms of this insurance, including those in respect to:
  - (i) our right and duty to defend any "action" seeking those "compensatory damages"; and
  - (ii) your duties in the event of an "occurrence", claim or "action"apply irrespective of the application of the deductible amount.
- (d) We may pay any part or the entire deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

### ADDITIONAL AGREEMENTS

It is hereby agreed that we shall:

1. Notify the Director of all sums of money paid by reason of the your liability; and
2. Give thirty days notice by registered mail to the Director prior to any cancellation of the contract by you or us.

Except as specifically modified in this Endorsement, all terms, conditions exclusions and limits of liability of the Policy are unchanged.