



First Party Pollution Coverage - Commercial Property

1. The following exclusion applies to all new, renewal or replacement policies which become effective on or after January 1, 1997. "Renewal policies" shall mean the next anniversary date on or after January 1, 1997, in respect of policies issued for a period of more than one year.
2. This Agreement does not cover:
 - (a) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean-up", but this exclusion does not apply:
 - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded;
 - (ii) to loss or damage caused directly by a peril not otherwise excluded.
 - (b) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
3. With respect to paragraph 2(a), the following extension of coverage shall be deemed to be included within the sum insured, at the location where the loss or damage is incurred:
 - (a) **Debris Removal:** Subject to the terms of this Agreement the Reinsurer will pay the Company for expenses incurred in the removal from the insured premises of debris of the property insured.

It is understood that in respect of the original insurance policy the amount payable under this extension shall be deemed not to exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.
 - (b) **Removal of Windstorm Debris:** Subject to the terms of this Agreement the Reinsurer will pay the Company for expenses incurred in the removal of debris or other property which is not insured but which has been blown by windstorm upon an insured location.
4. With respect to reinsurances of extensions of coverage afforded in paragraph 3 above, this Agreement does not apply to costs or expenses:
 - (a) to "clean up" "pollutants" from land or water; or
 - (b) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
5. "**Pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
6. "**Clean up**" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization, or remediation of "pollutants", including testing which is integral to the aforementioned processes.
7. It is warranted that Pollution or Contamination shall not be included as a peril insured under any policy issued by the Company.