

## TOTAL POLLUTION EXCLUSION

Attached to and forming part of this Policy.

This endorsement modifies the coverage provided by the Commercial General Liability Form and the Commercial Common Agreements, Definitions, Exclusions and Conditions Form.

Exclusion (5) Pollution, under COMMON LIABILITY EXCLUSIONS of the Commercial Common Agreements, Definitions, Exclusion and Condition Form is deleted in its entirety and replaced with the following:

This insurance does not apply to:

**(5) 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".
- (b) Any loss, cost or expense arising out of any:
  - i. request, demand, order or statutory or regulatory requirement that "You" 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
  - ii. 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".

"We" shall not have the obligation or duty to defend any suit, claim, "Action" or proceeding seeking to impose such liability.

This endorsement is acknowledged, understood and accepted by:

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

Except as otherwise provided in this Form, all terms, provisions and conditions of the Policy shall have full force and effect. All terms not specifically defined in this endorsement will have the same meaning as in the Forms to which this endorsement is attached.