

Farm Limited Pollution Coverage Endorsement - Form AP430

This Endorsement modifies insurance provided under the Comprehensive Agricultural Liability Form wording to which it is attached.

Exclusion 4. – Pollution of COMMON EXCLUSIONS - COVERAGES A, B, C, AND D is deleted and replaced by the following:

This insurance does not apply to:

4. 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, any insured. However, this subparagraph does not apply to:
 - 1. "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;
 - 2. "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;
 - 3. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - 4. Accidental chemical drift from spraying operations on your own crops, other than by means of an aircraft, which results in damage to growing crops or other vegetation on neighbouring land belonging to others, provided you could not reasonably have expected such drift to occur. Damage resulting from "Custom Spraying" is excluded unless stated in the Declarations;
 - 5. "Bodily injury" or "property damage" arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" provided such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (a) Results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
 - (b) Is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - (c) Is reported to us within 120 hours of being detected; and
 - (d) Does not occur in a quantity or with a quality that is routine or usual to the business of the insured.
 - (ii) At or from any premises, site or location which is or was at any time used by or for any insured 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:
 - 1. Any insured; or
 - 2. Any person or organization for whom you may be legally responsible; or
 - (iv) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - 1. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment that is not an "automobile" or its parts, if such fuels, lubricants or other operating fluids escape from a mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or

other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

2. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
 3. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 4. "Bodily injury" or "property damage" arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" provided such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (a) Results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
 - (b) Is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - (c) Is reported to us within 120 hours of being detected; and
 - (d) Does not occur in a quantity or with a quality that is routine or usual to the business of the insured.
- (v) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- b Any loss, cost or expense arising out of any:
- (i) 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
 - (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".

However, this Section (2) does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

The Comprehensive Agricultural Liability Each Occurrence Limit shown in the Declarations as applicable to the Comprehensive Agricultural Liability Coverage Form does not apply;

Paragraph 7. of **SECTION III – LIMITS OF INSURANCE** does not apply.

Paragraph 1. of **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

- 1 The Limits Of Insurance shown in the Declarations as applicable to Farm Limited Pollution Coverage or in the Declarations as applicable to Comprehensive Agricultural Liability Coverage Form and the rules below fix the most we will pay regardless of the number of:
 - a Insureds;
 - b Claims made or "actions" brought; or
 - c Persons or organizations making claims or bringing "actions".

The following are added to **SECTION III – LIMITS OF INSURANCE**:

- 9 Subject to 2 or 3 above, whichever applies, the Farm Limited Pollution – Aggregate Limit shown in the Declarations as applicable to this form – Farm Limited Pollution Coverage is the most we will pay for the sum of:
 - a "Compensatory damages" under Coverage A; and

b Medical expenses under Coverage C because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

10 Subject to 9 above, the Farm Limited Pollution – Each Occurrence Limit is the most we will pay for the sum of:

a "Compensatory damages" under Coverage A; and

b Medical expenses under Coverage C because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" arising out of any one "occurrence".

11 Subject to 9 above, the Medical Expense limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, CONDITIONS AND PROVISIONS OF THE POLICY TO WHICH THIS FORM IS ATTACHED SHALL HAVE FULL FORCE AND EFFECT.