

**POLLUTION LIABILITY COVERAGE EXTENSION FOR LAND EXTERMINATORS  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Commercial General Liability Policy**

If coverage is shown on the Declarations then coverage only applies with respect to land extermination operations requiring the insured to be licensed under the requirements of the Pesticides Act and Regulation 63/09 as an Operator.

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

With respect to Coverage A. Bodily Injury and Property Damage the following additional provisions modify Coverage A with respect to the "bodily injury" and "property damage" to which this endorsement applies:

1. The Limits of Liability are as follows:  
  
Coverage A. Bodily Injury and Property Damage \$1,000,000
2. This limit is respectively part of, not in addition to the Each Occurrence Limit of Insurance and the Aggregate Limit stated on the Declarations.

**POLLUTION LIABILITY EXCLUSION**

With respect to Coverages A and D (Section 1), paragraph a. of the Pollution Liability Exclusion does not apply, subject to the following additional provisions:

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 Liability are as follows:  
  
Coverage A. Bodily Injury and Property Damage Liability \$500,000  
Coverage D. Tenants' Legal Liability \$300,000
3. These limits are respectively part of, not in addition to the Each Occurrence Limit of Liability and the Aggregate Limit of Liability shown on 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**

1. Our obligation under this endorsement to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of \$1,000. The Aggregate Limit for such coverage shall not be reduced by the application of such deductible amount.
2. The deductible amount applies as follows:
  - a. Bodily Injury Liability and Property Damage Liability respectively:
    - i) To all "compensatory damages" because of "bodily injury" sustained by one person, or
    - ii) To all "compensatory damages" because of "property damage" sustained by one person or organization, as the result of any one "occurrence".
  - b. Bodily Injury Liability and Property Damage Liability combined, to all "compensatory damages" because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence".
3. The terms of this insurance, including those with respect to:
  - a. our right and duty to defend any "action" seeking those "compensatory damages"; and
  - b. your duties in the event of an "occurrence";, claim or actionapply irrespective of the application of the deductible amount.
4. 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 the insurer shall:

1. Notify the "Director under the Pesticides Act" of all sums of money paid by reason of the liability of the insured; and
2. Give thirty days notice by registered mail to the "Director under the Pesticides Act" prior to any cancellation of the contract by the insurer or the insured.