

BRMA 39 A
POLLUTION AND SEEPAGE EXCLUSION CLAUSE

This Contract excludes loss and/or damage and/or costs and/or expenses arising from seepage and/or pollution and/or contamination, other than contamination from smoke. Nevertheless, this exclusion does not preclude payment of the cost of removing debris of property damaged by a loss otherwise covered hereunder, subject always to a limit of 25% of the Company's property loss under the applicable original policy.

BRMA 39 B
POLLUTION EXCLUSION CLAUSE - AUTO LIABILITY - REINSURANCE

- A. This reinsurance excludes all loss and/or liability accruing to the Company as a result of:
1. bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - a. that are (or that are contained in any property that is):
 - i. being transported or towed by, or handled for movement into, onto or from the insured auto, or otherwise in the course of transit;
 - ii. being stored, disposed of, treated or processed in or upon the insured auto;
 - b. before the pollutants (or any property in which the pollutants are contained) are moved from the place where they are accepted by the insured for movement into or onto the insured auto; or
 - c. after the pollutants (or any property in which the pollutants are contained) are moved from the insured auto to the place where they are finally delivered, disposed of or abandoned by the insured;
 2. any governmental direction or request that the insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- B. Paragraph A above does not apply to environmental restoration coverage required by the Motor Carrier Act of 1980, or similar mandatory laws.
- C. Subparagraph A(1)(a)(ii) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the insured auto or its parts, if:
1. the pollutants escape or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and

BRMA 39 B

2. the bodily injury or property damage does not arise out of the operation of a cherry picker or similar device mounted on an automobile or truck chassis and used to raise or lower workers, air compressors, pumps and/or generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

D. Paragraphs A(1)(b) and A(1)(c) above do not apply if:

1. the pollutants (or any property in which the pollutants are contained) are upset, overturned or damaged as a result of the maintenance or use of an insured auto; and
2. the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

E. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

BRMA 39 C

POLLUTION EXCLUSION CLAUSE - GENERAL LIABILITY - REINSURANCE

- A. This reinsurance excludes all loss and/or liability accruing to the reinsured company as a result of:
1. bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - a. at or from premises owned, rented or occupied by a named insured;
 - b. at or from any site or location used by or for a named insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for a named insured or any person or organization for whom a named insured may be legally responsible; or
 - d. at or from any site or location on which a named insured or any contractors or subcontractors working directly or indirectly on behalf of a named insured are performing operations:
 - (i) if the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants;
 2. any governmental direction or request that a named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- B. Subparagraphs A(1)(a) and A(1)(d)(i) above do not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire.
- C. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- D. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

BRMA 39 D
POLLUTION EXCLUSION - CANADA
APPLYING TO BUSINESS CLASSIFIED AS PROPERTY

The following exclusion applies to all new, renewal or replacement policies which become effective on or after January 1st, 1986.

"Renewal policies" as used above shall also mean the next anniversary date on or after January 1st, 1986 in respect of policies issued for a period of more than one year.

This Contract does not cover any liability arising from vehicles known by the Company to be used for the transportation of:

1. Hazardous chemicals including but not limited to acids, alkalis, gases, oils, pesticides, herbicides and polychlorinated biphenyls (P.C.B.'s).
2. Petroleum products including but not limited to gasoline, oils and liquid petroleum gas (L.P.G.).
3. Industrial or other wastes.
4. Other dangerous substances referred to in the Transportation of Dangerous Goods Act.

The above exclusion does not apply to the following:

1. Petroleum tankers or trailers owned and/or operated by Contractors for the sole purpose of refueling their construction machinery.
2. Tar tankers or trailers owned and/or operated by Contractors.
3. Vehicles operated by fuel dealers in rural areas not exceeding three tanker (vehicles).
4. Vehicles operated by farmers for transporting herbicides, pesticides, fertilizers, gasoline or oil for their own use.
5. Wholesale or retail delivery of packaged goods that are harmful through inhalation of their vapours, by skin contact or ingestion.

BRMA 39 E
POLLUTION EXCLUSION CLAUSE - CANADA
APPLYING TO BUSINESS CLASSIFIED AS GENERAL LIABILITY
(OTHER THAN PERSONAL LIABILITY)

The following exclusion applies to all new, renewal or replacement policies which become effective on or after January 1st, 1987.

"Renewal policies" as used above shall also mean the next anniversary date on or after January 1st, 1987 in respect of policies issued for a period of more than one year.

Pollution/Environmental Liability Exclusion Clause This Contract does not cover any liability for:

- A. Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - 1) At or from premises owned, rented or occupied by an Insured;
 - 2) At or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - 3) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
 - 4) At or from any site or location on which an Insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - a) if the pollutants are brought on or to the site or location in connection with such operations; or
 - b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- B. Any loss, cost or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

BRMA 39 E

C. Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Sub-paragraphs 1) and 4) a) of paragraph A. of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire." As used in this Exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

BRMA 39 F
POLLUTION EXCLUSION - CANADA
APPLYING TO BUSINESS CLASSIFIED AS PROPERTY

The following exclusion applies to all new, renewal or replacement policies which become effective on or after January 1st, 1986.

"Renewal policies" as used above shall also mean the next anniversary date on or after January 1st, 1986 in respect of policies issued for a period of more than one year.

This Contract does not cover any loss or damage, whether direct or indirect, nor any clean up cost incurred resulting from any spill, discharge or seepage of a pollutant/contaminant.

This exclusion does not apply to loss or damage to the property insured caused by an insured peril or to expenses covered under the following Debris Removal Clause:

"Debris Removal: The Insurer will indemnify the Insured for expenses incurred in the removal of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this Form.

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon a location specified on the Declarations Page.

Debris removal expense shall not be considered in the determination of actual cash value for the purpose of applying the Coinsurance Clause."

It is warranted that "pollution" or "contamination" shall not be included as a peril insured under any policy issued by the Company.

BRMA 39 G
ABSOLUTE POLLUTION EXCLUSION

- 1) Loss, damage, liability, cost or expense arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants:
 - a) At or from premises owned, rented or occupied by a named Insured;
 - b) At or from any site or location used by or for a named Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c) Which are at any time transported, handled, stored, treated, disposed of, processed as waste by or for a named Insured or any person or organization for whom you may be legally responsible; or
 - d) At or from any site or location on which a named Insured or any contractors or subcontractors working directly or indirectly on behalf of a named Insured are performing operations;
 - i) if the pollutants are brought on or to the site or location in connection with such operations; or
 - ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

- 2) Any loss, damage, liability, cost or expense arising out of any governmental direction or request that a Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.