

POLLUTION EXCLUSION 72 HOUR CLAUSE

This Policy does not cover liability in respect of:

1. Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this exclusion 1 does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place and was first evident to the Insured within 72 hours of such commencement.
2. Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided this exclusion 2 does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury or Property Damage which ensues within 72 hours of such happening.
3. The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others.
4. The actual alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants in the United States of America or Canada or in any country to which the laws of the United States of America or Canada apply.

Our liability under clauses 1 and 2 above in respect of any one discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases, and escape of pollutants during any one Period of Insurance will not exceed the Limit of Liability.