



## **SEEPAGE AND POLLUTION BUYBACK**

Notwithstanding the seepage, pollution and contamination exclusion contained in this policy, these shall not apply provided that the Insured establishes that all of the following conditions have been met:

- A. The accident/occurrence was accidental and was neither expected nor intended by the Insured. An accident/occurrence shall not be considered unintended or unexpected unless caused by some intervening event, neither expected or intended by the Insured.
- B. The accident/occurrence is identified as first commencing at a specific time and date during the terms of this policy.
- C. The accident/occurrence became known to the Insured within 72 hours after its commencement and is reported to Underwriters within 90 days thereafter.
- D. The accident/occurrence did not result from the Insured's intentional or wilful violation of any government statute, rule or regulation.

Provided that the Insured have been met the above conditions, the insurance also cover the liability for the cost of removing, nullifying or cleaning-up seeping, pollution or contaminating substances.

Nothing contained in this endorsement shall operate to provide any coverage with respect to;

1. Loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by subsurface operations of the Insured.
2. Removal or loss of or damage to sub-surface oil, gas or any other substance.
3. Fines, penalties, punitive damages, exemplary damages, or any other damages resulting from the multiplication of compensatory damages.
4. Any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances.