

<u>SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION;</u> <u>AUTHORITIES EXCLUSION – (SPE)</u>

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy to which this Endorsement is attached, this Policy does not insure against loss, damage, cost or expense in connection with any kind of description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

NEVERTHELESS if fire is not excluded from this policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that fire shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is subject of direct physical loss or damage for which the Company have paid or agreed to pay, then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the Company of intent of claim NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION

Notwithstanding the provisions of the preceding exclusion in this Endorsement or any provision respecting seepage and/or pollution and/or contamination , and/or debris removal and/or cost of clean up in the Policy to which this Endorsement is attached. In the event of direct physical loss or damage to the property insured hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum insured

a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from the premises of the Assured:

and/or

b) cost of clean up, at the premises of the Assured, made necessary as a result of such direct physical loss or damage.

PROVIDED that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

It is a conditions precedent to recovery under this extension that Underwriters shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the



Assured shall give notice to the Underwriters of intent to claim for cost of removal of debris or cost of clean up. NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

AUTHORITIES EXCLUSION

The Policy does not cover expenses, fines, penalties or costs incurred or sustained by the Assured or imposed on the Assured at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

Nothing in the Endorsement shall override any radioactive contamination exclusion clause in the Policy to which this Endorsement is attached.