

### **Exemplar Language Commonly Appearing in Bermuda Form Policies**

Paragraph (1) of this Exclusion K [otherwise excluding coverage for property damage or personal injury caused by pollution] does not apply to:

(b)(i) liability of the Insured for Personal Injury or Property Damage caused by an intentional Discharge of Pollutants solely for the purpose of mitigating or avoiding Personal Injury or Property Damage which would be covered by this Policy; or

(ii) liability of the Insured for Personal Injury or Property Damage caused by a Discharge of Pollutants which is not Expected or Intended, but only if the Insured becomes aware of the commencement of such Discharge within seven (7) days of such commencement; provided that the Insured gives the Company written notice in accordance with Section D of Article V of this Policy of such commencement of the Discharge under subparagraphs (2)(b)(i) or (ii) of this Exclusion K within forty (40) days of such commencement. Such notice must be provided irrespective of whether notice as soon as practicable otherwise would be required pursuant to Section A of Article V of this Policy.