



## **Alliant Property Insurance Programs (APIP) 2021-2022 Electronic Policy Notebook**

### **PUBLIC ENTITY RISK MANAGEMENT AUTHORITY**

**Alliant Insurance Services, Inc.  
License No. 0C36861**

**Seth Cole  
Senior Vice President**

**Matt McManus  
First Vice President**

**Banesa Laird  
Assistant Vice President**

**Eve M Wildhagen  
Account Manager - Lead**



# ALLIANT PROPERTY INSURANCE PROGRAM

## EVIDENCE OF COVERAGE

This document outlines and summarizes the coverages, limits, sublimits, and deductibles for this named insured, and is subject to the policy wording being the "PEPIP U.S.A. Form No. 17 Master Policy Wording" which forms an integral part of this insurance. This document does not create, modify, extend or otherwise affect the terms, conditions, provisions or exclusions as outlined in the Declaration Page or Insurance Policies that have subscribed to the 2021 Alliant Property Insurance Program Placement. To the extent there exists any discrepancy between this document and the Declaration Page or Insurance Policies referred to herein, the Declaration Page or Policies shall control.

**DECLARATION:** 11-JPA/Pools 1

**REFERENCE NUMBER:** APIP2021 (Dec 11)

**NAMED INSURED:** Public Entity Risk Management Authority

**MAILING ADDRESS OF INSURED:** 36-951 Cook St, Ste 101  
Palm Desert, CA 92211

**POLICY PERIOD:** From: July 1, 2021  
To: July 1, 2022

Both days at 12:01 a.m. Local Standard Time

To the extent there exists any discrepancy between the limits and/or sub-limits described below and the Declaration Page or Insurance policies, the Declaration Page or Policies shall control.

**LIMITS OF LIABILITY:** \$ 100,000,000 Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles or Special Terms & Conditions below, unless indicated otherwise. The Sub-Limits of Liability set forth below or as amended by Special Terms & Conditions below do not increase the Limit of Liability set forth in Item above.

|                                 |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUB-LIMITS OF LIABILITY:</b> | \$ 2,500,000   | Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                 | Not Covered    | Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.                                                                                                                                                                                                                                                                      |
|                                 | Not Applicable | Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                 | Not Covered    | Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                 | \$ 100,000,000 | Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified. |

## ALLIANT PROPERTY INSURANCE PROGRAM

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|-----------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$                    | 50,000,000   | Extra Expense.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Per Bound TIV         | \$25,000,000 | Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values less than \$500,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 180 days              |              | Extended Period of Indemnity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| See Policy Provisions | \$25,000,000 | Automatic Acquisition for Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than \$500,000,000 at time of binding up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of \$2,500,000 for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of Earthquake is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000. |
| \$                    | 1,000,000    | Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| \$                    | 5,000,000    | or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| \$                    | 50,000,000   | Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| \$                    | 25,000,000   | Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## ALLIANT PROPERTY INSURANCE PROGRAM

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| \$ | 500,000     | Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| \$ | 2,500,000   | Unscheduled Fine Arts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| \$ | 250,000     | Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.                                                                                                                                                                            |
| \$ | 750,000     | Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs. |
| \$ | 50,000,000  | Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| \$ | 25,000,000  | Transit - Physical Damage only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| \$ | 2,500,000   | Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| \$ | 2,500,000   | Unscheduled Watercraft up to 27 feet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|    | Not Covered | Per Occurrence for Off Premises Vehicle Physical Damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| \$ | 25,000,000  | Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$ | 5,000,000   | Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..                                                                                                                                                                                        |

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|    |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ | 5,000,000   | Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.. |
| \$ | 3,000,000   | Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.                                                                                                                                                                                                                                                                                                                                                                           |
| \$ | 3,000,000   | Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.                                                                                                                                                                                     |
| \$ | 500,000     | Jewelry, Furs, Precious Metals and Precious Stones Separately.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| \$ | 1,000,000   | Claims Preparation Expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| \$ | 50,000,000  | Expediting Expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| \$ | 1,000,000   | Personal Property Outside of the USA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| \$ | 5,000,000   | Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.                                                                                                                                                                                                                                                                                        |
|    | Not Covered | for Communicable Disease.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$ | 100,000     | Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.                                                                                                                                                                                                                                                                                                                           |
| \$ | 100,000     | Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.                                                                                                                                                                                                                                                                                                                                                                 |
| \$ | 100,000,000 | Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.                                                                                                      |
| \$ | 100,000,000 | Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.                                                                        |
| \$ | 10,000,000  | Electronic Data Processing Media.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

# ALLIANT PROPERTY INSURANCE PROGRAM

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|                                       |    |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|----|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BOILER &amp; MACHINERY LIMITS:</b> | \$ | 100,000,000 | Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits: |
|                                       |    | Included    | Jurisdictional and Inspections.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                       | \$ | 10,000,000  | Per Occurrence for Service/Utility/Off Premises Power Interruption.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                       |    | Included    | Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                       | \$ | 10,000,000  | Per Occurrence for Electronic Data Processing Media and Data Restoration.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                       | \$ | 2,000,000   | Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.                                                                                                                                                                                                                                                                                                                              |
|                                       | \$ | 10,000,000  | Per Occurrence for Hazardous Substances / Pollutants / Decontamination.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                       |    | Included    | Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.                                                                                                                                                                                                                                                                                                                                                                 |

### Deductibles:

**If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).**

Basic (all Other Perils) Deductible, except for those referenced in Specified Perils and Coverages Deductible(s) or Special Terms & Conditions as set forth below:

Applicable as respects Single Entity Member(s):

|                                                       |    |                |                                                                                                       |
|-------------------------------------------------------|----|----------------|-------------------------------------------------------------------------------------------------------|
| <b>BASIC DEDUCTIBLE:</b>                              | \$ | 100,000        | Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss. |
| <b>DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:</b> | \$ | 100,000        | All Flood Zones Per Occurrence excluding Flood Zones A & V.                                           |
|                                                       |    | Not Covered    | Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).                           |
|                                                       |    | Not Applicable | for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.             |

# ALLIANT PROPERTY INSURANCE PROGRAM

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|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Not Covered      | Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.                                                                                                                                                                                                                                                                                                                                                                              |
| \$ 1,000         | Per Occurrence for Specially Trained Animals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| \$ 500,000       | Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs. |
| \$ 10,000        | Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$ 50,000        | Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| \$ 10,000        | Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| \$ 50,000        | Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 24 Hour          | Waiting Period for Service Interruption for All Perils and Coverages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.5%             | of Annual Tax Revenue Value per Location for Tax Interruption.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 24 Hour          | Waiting Period for Ingress/Egress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 24 Hour          | Waiting Period for Civil Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Not Covered      | Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.                                                                                                                                                                                                                                                                                                                                                          |
| \$ 5,000         | Per Occurrence for Contractor's Equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Replacement Cost | Contactor's Equipment Valuation Basis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## ALLIANT PROPERTY INSURANCE PROGRAM

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#### BOILER & MACHINERY DEDUCTIBLES:

|                                  |         |                                                                                                              |
|----------------------------------|---------|--------------------------------------------------------------------------------------------------------------|
| \$                               | 10,000  | Except as shown for Specific Objects or Perils.                                                              |
| \$                               | 10,000  | Electronic Data Processing Media.                                                                            |
| \$                               | 10,000  | Consequential Damage.                                                                                        |
| \$                               | 10,000  | Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.                 |
| \$                               | 50,000  | Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.                |
| \$                               | 100,000 | Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.                |
| \$                               | 250,000 | Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.               |
| \$                               | 350,000 | Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.           |
| 10 per foot /<br>\$2,500 Minimum |         | Deep Water Wells.                                                                                            |
| 24 Hours                         |         | Business Interruption/Extra Expense Except as noted below.                                                   |
| 30 Days                          |         | Business Interruption - Revenue Bond.                                                                        |
| 24 Hour Waiting<br>Period        |         | Utility Interruption.                                                                                        |
| 5 x 100% of Daily<br>Value       |         | Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface. |
| 5 x 100% of Daily<br>Value       |         | Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.                   |

#### SPECIAL TERMS AND CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

#### SPECIAL TERMS 1:

##### **Description:**

VEHICLE EXCLUSION: No coverage is provided for Vehicles On or Off Premises. No coverage is provided for Vehicles under Automatic Acquisition, Miscellaneous Unnamed Locations or any other ancillary coverage that may be provided for vehicles under the PEPiP form.

##### **Limit:**

Not Covered

##### **Deductible:**

Not Covered

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### EVIDENCE OF COVERAGE

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. Carriers providing these coverages are included in the Schedule of Carriers.

|                  |                                                                                                                                                                                                                                                       |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ 100,000,000   | Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer). |
| \$ 100,000       | Per Occurrence Deductible for Primary Terrorism.                                                                                                                                                                                                      |
| \$ 600,000,000   | Per Named Insured for Terrorism (Excess Layer) subject to;                                                                                                                                                                                            |
| \$ 1,100,000,000 | Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;                                                                                                                     |
| \$ 1,400,000,000 | Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).                       |
| \$ 500,000       | Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).                                                                                                                                            |
| Not Covered      | Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Document for applicable Limits. (Cyber Liability) If, insured purchases such coverage.                                                 |
| Included         | Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage. If, insured purchases such coverage.                                 |

**TOTAL COST INCLUDING  
TAXES & FEES:**

\$ 3,192,776.67

**TERMS AND CONDITIONS:** 25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

## ALLIANT PROPERTY INSURANCE PROGRAM

### EVIDENCE OF COVERAGE

**NOTIFICATION OF  
CLAIMS TO:**

Alliant Insurance Services, Inc.  
Attention: Claims Department  
100 Pine Street, 11th Floor  
San Francisco, CA 94111

This document does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Schedule of Carriers and Participations.

Ray Corbett  
Senior Vice President



Dated: 08/26/2021

(Authorized Representative)

Alliant Specialty Insurance Services  
Alliant Underwriting Services  
325 E. Hillcrest Drive, Suite 250  
Thousand Oaks, CA 91360

## **SURPLUS LINES DISCLOSURE**

### **CALIFORNIA**

#### **Alliant:**

#### **IMPORTANT NOTICE:**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**

**5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**

**6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

**7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

## **D-2 (Effective January 1, 2020)**

Surplus Lines Broker: Blaise Harris

Surplus Lines Licensee: Alliant Specialty Insurance Services, Inc.

Address: 325 Hillcrest Drive, Suite 250,  
Thousand Oaks, CA 91360

License Number: 296064

## **AmWINS:**

### IMPORTANT NOTICE:

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.
3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.
5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).

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## D-2 (Effective January 1, 2020)

Surplus Lines Broker: George S. Maggay

Surplus Lines Licensee: AmWINS Insurance Brokerage of California, LLC

Address: 21550 Oxnard Street, Suite 1100

Woodland Hills, CA 91367

License Number: 0C01319

## **SURPLUS LINES DISCLOSURE**

### **CALIFORNIA**

#### **Alliant:**

#### **IMPORTANT NOTICE:**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**

**5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**

**6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

**7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

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## **D-2 (Effective January 1, 2020)**

Surplus Lines Broker: Blaise Harris

Surplus Lines Licensee: Alliant Specialty Insurance Services, Inc.

Address: 325 Hillcrest Drive, Suite 250,  
Thousand Oaks, CA 91360

License Number: 296064

## **AmWINS:**

### IMPORTANT NOTICE:

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2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.
3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.
5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).

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7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

## D-2 (Effective January 1, 2020)

Surplus Lines Broker: George S. Maggay

Surplus Lines Licensee: AmWINS Insurance Brokerage of California, LLC

Address: 21550 Oxnard Street, Suite 1100

Woodland Hills, CA 91367

License Number: 0C01319

**ALLIANT PROPERTY INSURANCE PROGRAM**

**2021-2022**

**NAMED INSURED SCHEDULE**

**As of 10/26/2021**

**THE NAMED INSURED IS:**

Public Entity Risk Management Authority  
36-951 Cook St, Ste 101  
Palm Desert, CA 92211

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

- (1) Giving notice of cancellation,
- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
- (3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

**NAMED INSURED MEMBER(S)**

|                            |                                           |
|----------------------------|-------------------------------------------|
| City of Banning            | City of Rancho Mirage                     |
| City of Barstow            | City of San Jacinto                       |
| City of Blythe             | City of Westmorland                       |
| City of Canyon Lake        | Imperial County Transportation Commission |
| City of Coachella          | Imperial Valley Emergency Comm Auth       |
| City of Desert Hot Springs | March Joint Powers Authority              |
| City of Eastvale           | Palm Springs Aerial Tramway               |
| City of Hesperia           | Palo Verde Transit                        |
| City of Holtville          | Public Entity Risk Management Authority   |
| City of Jurupa Valley      | Southern California Intergovernmental     |
| City of La Mesa            | Training and Development Center dba       |
| City of Moreno Valley      | Government Training Agency                |
| City of Murrieta           | Sunline Transit Agency                    |
| City of Norco              | Victor Valley Transit Authority           |
| City of Perris             |                                           |

**APIP SUMMARY OF BOUND SUB-LIMIT & DEDUCTIBLE CHANGES**  
**BELOW IS A SUMMARY OF BOUND CHANGES FOR THE 2021-2022 POLICY PERIOD AS OF AUGUST**

| Coverage                               | 2020-2021 Sub-limit / Deductible                                                                                                                                                                                                                                                                              | 2021-2022 Sub-limit / Deductible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Status        |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Miscellaneous Unnamed Locations        | \$25,000,000 Miscellaneous Unnamed Locations or existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. | \$25,000,000 Miscellaneous Unnamed Locations <u>for Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurance values less than \$500,000,000 at time of binding</u> for existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.<br><br><u>Vacant and Unoccupied Buildings are sub-limited to \$10,000,000.</u> | Update        |
| Automatic Acquisition                  | \$25,000,000 Automatic Acquisition up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition.                             | \$25,000,000 Automatic Acquisition <u>for Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than \$500,000,000 at time of binding</u> up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. <u>Vacant and Unoccupied Buildings are sub-limited to \$10,000,000.</u>                                               | Update        |
| Money & Securities                     | \$2,500,000 Money & Securities for named perils only as referenced within the policy.                                                                                                                                                                                                                         | <u>\$500,000 Money &amp; Securities for named perils only as referenced within the policy, however fraudulent impersonation fraudulent instruction or similar events are excluded.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Update        |
| Accidental Contamination               | \$250,000 Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.                                                                                                                                              | \$250,000 Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. <u>Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.</u>                                                                                  | Update        |
| Transit                                | \$25,000,000 Transit                                                                                                                                                                                                                                                                                          | \$25,000,000 Transit physical damage only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Clarification |
| Off Premiseses Vehicle Physical Damage | Per Occurrence for Off Premises Vehicle Physical Damage.                                                                                                                                                                                                                                                      | <i>For Insureds who purchase this coverage with replacement cost valuation, the following minimum deductibles apply:</i> <ul style="list-style-type: none"> <li>For vehicles with replacement cost value under \$250,000, \$25,000 deductible, except \$50,000 for all police vehicles;</li> <li>For vehicles with replacement cost value of \$250,000 to \$750,000, \$100,000 deductible;</li> <li>For vehicles with replacement cost value in excess of \$750,000, \$250,000 deductible</li> </ul> the stated deductible will apply to vehicle physical damage both on and off-premises on a per occurrence basis, unless otherwise stated.           | Update        |

**APIP SUMMARY OF BOUND SUB-LIMIT & DEDUCTIBLE CHANGES**  
**BELOW IS A SUMMARY OF BOUND CHANGES FOR THE 2021-2022 POLICY PERIOD AS OF AUGUST**

| Coverage               | 2020-2021                                                                                                                               | 2021-2022                                                                                                                                                                                                                             |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Course of Construction | \$25,000,000 Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. | \$25,000,000 Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge. |

**KEY MASTER POLICY FORM BOUND CHANGES**  
**PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS**

| Coverage                                               | 2020-2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2021-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policy Period                                          | July 1, 2020 to July 1, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | July 1, 2021 to July 1, 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Section I, E., 2. k.<br>Money and Securities           | Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)), <u>however fraudulent impersonation, fraudulent instruction or similar events are excluded.</u>                                                                                                                                                                                                                                                                                       |
| Section II, B. 4.<br>Off Premises Service Interruption | It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing <u>incoming electricity, fuel, gas, water, steam or refrigeration or outgoing sewerage, heat light, power, telephone or similar services to a Named Insured's premises.</u> The coverage provided by this clause is sub-limited to USD as per Declaration Page.                                                                                                                                                                                                                                                                                                                                                                                      | It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing<br><br>(1.) Incoming electricity, fuel, gas, water, steam, or refrigeration;<br>(2.) Data, voice or video service; or<br>(3.) Outgoing sewerage to an Insured Location.<br><br>The coverage provided by this clause is sub-limited to <u>USD as per Declaration Page</u> |
| Section II, B. 8.<br>Building Laws                     | This Policy is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period and occasioned by the enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).<br><br>The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.<br><br>The Company shall not be liable under this clause for more than the limit of liability as shown elsewhere in this Policy. | Deleted in its entirety                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Master Policy Form Wording Bound Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

| Coverage                                                                        | 2020-2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2021-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Section II, B. 19.</p> <p>Automatic Acquisition and Reporting Conditions</p> | <p>See Red Line Strike Out of Master Policy Form for full wording</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><i>See Red Line Strike Out of Master Policy Form for full wording. Partial wording changes provided below.</i></p> <p>This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured, during the policy period, within the United States of America, subject to the values of such additional property and/or interests not exceeding</p> <p>a. <u>USD25,000,000 for Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding;</u></p> <p>b. <u>USD10,000,000 for Named Insureds with total insurable values less than USD500,00,000 at time of binding;</u> or</p> <p>c. Named Insured's Policy Limit of Liability if less than USD25,000,000</p> |
| <p>Section II, B. 20.</p> <p>Miscellaneous Unnamed Locations</p>                | <p><u>Coverage is extended to include property at locations (including buildings or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.</u></p> | <p>Subject to the Miscellaneous Unnamed Locations sub-limit shown on the Declaration Page, this policy is extended to insure property of type not excluded located at Miscellaneous Unnamed Locations. Miscellaneous Unnamed Locations means a property that has not been included in the Schedule of Values on file with Alliant Insurance Services, Inc. as may be required in the Policy provisions elsewhere.</p> <p>There is no coverage under this paragraph for loss or damage which is covered under the Errors and Omissions or Automatic Acquisition provisions of this Policy.</p> <p>This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska or Flood coverage for any property situated in Flood Zones A or V.</p>                                           |
| <p>Section II, B. 21</p> <p>Accidental Contamination</p>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p><i>New paragraph added at the end of item:</i></p> <p>In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.</p>                                                                                                                                                                                                                                                                               |
| <p>Section II, C. 3</p> <p>Property Not Covered</p>                             | <p>Land (including land <u>on which covered property is located</u>), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Land (including land underneath or adjacent to a covered building or structure, and including costs to replace, repair, or stabilize any land, unless when necessary to protect a covered building or structure), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens). However, this policy does insure fill beneath any buildings or structures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |

## Master Policy Form Wording Bound Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

| Coverage                                                                                                       | 2020-2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2021-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section II. D. 4.<br>Loss Payment Basis / Valuation                                                            | On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation. | On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction <u>without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.</u> In the event of a partial loss, <u>Replacement Cost</u> for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation <u>or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.</u> |
| Section II. D. 9.<br>Loss Payment Basis / Valuation                                                            | "Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation subject to the following:                                                                                                                                                                                                                          | <i>Replacement Cost definition has been modified to allow increased cost of construction to be covered under Section II, B. 10:</i><br><br>"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation <u>or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair,</u> subject to the following:                                                                                                                                                                                                                                     |
| Section III. A. 2.<br>Extra Expense<br><i>(No change to HARPP Form as this is where the wording came from)</i> | See Red Line Strike Out of Master Policy Form for full wording.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <i>New wording added:</i><br><br>With respect to Power Generating Facilities, Extra Expense shall also include any extra expense incurred resulting from the purchase of electrical power from any other power source, the coverage provided hereunder is sub-limited to USD as per Declaration Page.<br><br>However, this Policy shall not cover loss of Bonus Capacity Payments, performance Guarantee penalties or any other indirect or remote loss of whatever nature.                                                                                                                                                                                                                                                                                                                                        |
| Section III. B. 4.<br>Contingent Time Element Coverage                                                         | See Red Line Strike Out of Master Policy Form for full wording.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <i>New wording added to the end of this item:</i><br><br>This coverage applies to the Insured's direct suppliers or direct customers located in the Coverage Territory.<br><br>Notwithstanding the foregoing, this Additional Coverage does not apply to:<br><br>a. Any supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service; or<br><br>b. The Insured's customers, if the Insured is a supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service.<br><br><i>(Note: A Cloud Computing Service definition has been added under Section II. E. 6.)</i>                                                                                        |

## Master Policy Form Wording Bound Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

| Coverage              | 2020-2021                                                                                                                                                                                                                                                                                                             | 2021-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section IV, B.<br>15. | <p><i>Second to last sentence:</i></p> <p><u>Notwithstanding Section IV, Item T., Other Insurance, coverage provided under this paragraph shall apply as primary.</u> Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the Policy other than as above stated.</p> | <p><u>In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.</u> Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the Policy other than as above stated.</p>                                                                                                                                                                                                                                                                                                                                                                                                   |
| Section IV, B.<br>22. | No exclusion.                                                                                                                                                                                                                                                                                                         | <p><i>Addition of the following exclusion added to the General Conditions Section ...:</i></p> <p>For buildings that are purchased, acquired or leased with the following conditions existing at the time of acquisition:</p> <ul style="list-style-type: none"> <li>a. Building or any part of a building that is in danger of falling down or caving in, or</li> <li>b. Any part of a building that has separated from another part of the building.</li> </ul> <p>Loss or damage arising out of the above conditions is excluded;</p> <p>However, the Company does cover loss or damage arising out of Collapse. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.</p>                                                                                                                                                                                                                 |
| Section IV, H.<br>5.  |                                                                                                                                                                                                                                                                                                                       | <p><i>Addition of the following item to the General Conditions Section ...:</i></p> <p>5. The Insured has permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that fire protection, security and alarm services are maintained and written notice is given to the Company prior to the one-hundred twentieth (120th) consecutive day of cessation of business operations, vacancy. The insured building is considered vacant when:</p> <ul style="list-style-type: none"> <li>a. Such building does not contain adequate Insured Property to conduct customary business operations; or</li> <li>b. Such building is no longer used by the Insured, a lessee or a sub-lessee to conduct customary business operations;</li> <li>c. 70% or more of its total square footage is "vacant"; provided however, this provision shall not apply to any time period when customary business operations are suspended due to circumstances that are usual to such business operations.</li> </ul> |

### Master Policy Form Wording Bound Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

| Coverage                                     | 2020-2021                                                                  | 2021-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section IV, AH.<br>4. Insured<br>Location(s) | No Insured Location definition                                             | <p><i>Addition of the following definition added to the General Conditions Section ...:</i></p> <ol style="list-style-type: none"> <li>1. The location(s) within the Coverage Territory described in the most recent Statement of Values held on file with the Alliant Insurance Services, Inc., Miscellaneous Unnamed Locations and locations as covered by the Errors and Omissions and Automatic Acquisition Additional Coverages;</li> <li>2. Unless otherwise set forth in the Statement of Values, each such Insured Location(s) shall be comprised of any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by property lines, public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.</li> </ol> |
| Endorsement 3                                | (Applies to locations outside of the USA, its territories and possessions) | (Applies <u>worldwide</u> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Endorsement 5<br>LMA5400                     | Cyber Exclusion applicable to specific carriers                            | Applicable to all carriers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

## **ALLIANT PROPERTY INSURANCE PROGRAM**

### **DECLARATION PAGE**

Issued by International Underwriters and subject to the PEP Form No. 017 which is taken and read as forming an integral part of this Insurance / Reinsurance.

This document identifies the coverages, limits, sub-limits, and deductibles as provided by PEP U.S.A and Special Terms and Conditions in the below noted subscription policies, applicable to this Named Insured / Named Reinsured.

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**Individual****Policy Number:**

**PJ2100160 / PJ213647 / PJ213296 /PJ212696 /**

**Declaration: 11-JPA/Pools 1**

**PJ212711-1 / PJ212711-2 / PJ2100219 /**

**PJ212711-3 0702**

---

**Item:**

- |           |                                          |                                                                    |
|-----------|------------------------------------------|--------------------------------------------------------------------|
| <b>1.</b> | <b>Named Reinsured:</b>                  | <b>Not Applicable</b>                                              |
| <b>2.</b> | <b>Named Insured:</b>                    | <b>Public Entity Risk Management Authority</b>                     |
| <b>3.</b> | <b>Mailing Address of Named Insured:</b> | <b>36-951 Cook St, Ste 101,<br/>Palm Desert,<br/>CA,<br/>92211</b> |
- 

- |           |                       |                                                                        |
|-----------|-----------------------|------------------------------------------------------------------------|
| <b>4.</b> | <b>Policy Period:</b> | <b>From: 1<sup>st</sup> July 2021<br/>To: 1<sup>st</sup> July 2022</b> |
|-----------|-----------------------|------------------------------------------------------------------------|

Both days at 12.01 a.m. Local Standard Time

- 5. Limits of Liability:**

**MASTER POLICY NO.: PJ213647**

**TO PAY THE DIFFERENCE BETWEEN:**

USD 25,000,000 (for 100%) Per Occurrence for each Declaration Separately as respects All Perils and Coverages, which to apply for all Named Insured(s) of the Declaration combined, except separately;

USD 25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Flood occurring in the State of California;

USD 25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California;

AND

USD25,000,000 (for 100%) Per Occurrence for each Declaration Separately as respects All Perils and Coverages, which to apply for All Named Insureds of the Declaration Combined, except separately;

USD25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California; and

USD25,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

Subject to an overall annual aggregate (for 100%) as held on file with Alliant Insurance Services

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub- Limits of Liability as set forth in Item 6. Below

**MASTER POLICY NO.: PJ2100160**

**TO PAY THE DIFFERENCE BETWEEN:**

USD 20,000,000 (for 100%) Per Occurrence for each Declaration Separately as respects All Perils and Coverages, which to apply for all Named Insured(s) of the Declaration combined, except separately;

USD 20,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Flood occurring in the State of California;

USD 20,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 20,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 20,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of this Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California;

AND

USD 10,000,000 (for 100%) Per Occurrence for each Declaration Separately as respects All Perils and Coverages, which to apply for All Named Insureds of the Declaration Combined, except separately;

USD10,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD10,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD10,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California; and

USD10,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

Subject to an overall annual aggregate (for 100%) as held on file with Alliant Insurance Services

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub- Limits of Liability as set forth in Item 6. Below

**SUB POLICY NO.: PJ213296 - 1**

USD 5,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 5,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 5,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 5,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 5,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

**MASTER POLICY NO.: PJ2100160**

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub-Limits of Liability as set forth in Item 6. below

**MASTER POLICY NO.: PJ212696–A, PJ212696 –B, PJ212696 –C**

USD 175,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 175,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 175,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 175,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 175,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

**MASTER POLICY NOS.: PJ2100160, PJ213296-1 and PJ213647**

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub-Limits of Liability as set forth in Item 6. below

**MASTER POLICY NO.: PJ212696 –D**

USD125,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

USD75,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

**MASTER POLICY NO.: PJ212696 –A, PJ212696 –B, PJ212696 –C**

WHICH IN TURN EXCESS OF:

**MASTER POLICY NOS.: PJ2100160, PJ213296-1 and PJ213647**

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub-Limits of Liability as set forth in Item 6. Below

**MASTER POLICY NO.: PJ212711-1**

USD125,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

USD75,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

**MASTER POLICY NO.: PJ212696 –A, PJ212696 –B, PJ212696 –C**

WHICH IN TURN EXCESS OF:

**MASTER POLICY NOS.: PJ2100160, PJ213296-1 and PJ213647**

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub-Limits of Liability as set forth in Item 6. Below

**MASTER POLICY NO.: PJ2100219**

USD100,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California

WHICH IN TURN EXCESS OF:

**MASTER POLICY NO. PJ212696 – D**

WHICH IN TURN EXCESS OF:

USD75,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

MASTER POLICY NO.: **PJ212696 –A, PJ212696 –B, PJ212696 –C**

WHICH IN TURN EXCESS OF:

MASTER POLICY NOS.: **PJ2100160, PJ213296-1 and PJ213647**

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub-Limits of Liability as set forth in Item 6. Below

**MASTER POLICY NO.: PJ212711-2**

USD100,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California

WHICH IN TURN EXCESS OF:

USD125,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

USD75,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

**MASTER POLICY NO.: PJ212696 –A, PJ212696 –B, PJ212696 –C**

WHICH IN TURN EXCESS OF:

**MASTER POLICY NOS.: PJ2100160, PJ213296-1 and PJ213647**

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub-Limits of Liability as set forth in Item 6. Below

**MASTER POLICY NO.: PJ212711-3**

USD200,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 100,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California

WHICH IN TURN EXCESS OF:

USD400,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 400,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 400,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 400,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California

WHICH IN TURN EXCESS OF:

USD125,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 125,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

USD75,000,000 (for 100%) Per Occurrence for each Declaration as respects All Perils and Coverages, which to apply for all Named Insured(s) of this Declaration combined, except separately:

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Flood occurring outside of the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring in the State of California;

USD 75,000,000 (for 100%) Per Occurrence and in the Annual Aggregate for all Named Insured(s) of the Declaration combined as respects the peril of Earthquake Shock occurring outside of the State of California.

WHICH IN TURN EXCESS OF:

**MASTER POLICY NO.: PJ212696 –A, PJ212696 –B, PJ212696 –C**

WHICH IN TURN EXCESS OF:

**MASTER POLICY NOS.: PJ2100160, PJ213296-1 and PJ213647**

WHICH IN TURN EXCESS OF:

Various Deductibles as set forth in Item 7. below, and which subject to certain Sub-Limits of Liability as set forth in Item 6. Below

**6.**

(The Sub-limits of Liability set forth below apply separately Per Occurrence, subject to any aggregate listed, Per Named Insured of this Declaration, excess of the Policy Deductibles set forth in Item 7. or Special Terms and Conditions below, unless indicated otherwise. The Sub-Limits of Liability set forth below or as amended by Special Terms and Conditions below do not increase the Limits of Liability set forth in Item 5. above).

USD 100,000,000 Per Occurrence All Perils, Coverages (subject to policy exclusions) and in the Annual Aggregate for all Named Insured(s) of the Declaration Combined.  
All Subject to the following per occurrence and/or aggregate sub-limits as noted below:-

- |            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A1.</b> | USD 2,500,000   | Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insured(s) that purchase this optional dedicated coverage)                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>A2.</b> | USD Not Covered | Per Occurrence and in the Annual Aggregate Sublimit for Flood Zones A & V (inclusive of all 100 year exposures), and does not increase the specific flood limit of liability                                                                                                                                                                                                                                                                                                                                                                            |
| <b>B.</b>  | USD Not Covered | Per Occurrence and in the Annual Aggregate as respects the peril of Earthquake Shock (for those Named Insured(s) that purchase this optional dedicated coverage)                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>C.</b>  | USD 100,000,000 | Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to USD500,000 per Named Insured subject to maximum of USD2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified. |
|            | USD3,000,000    | Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to USD1,000,000 Per Occurrence – Per Policy Provisions.                                                                                                                                                                                                                                   |
| <b>D.</b>  | USD 50,000,000  | Extra Expense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>E.</b>  | USD25,000,000   | Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding or USD10,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values less than USD500,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations,                                                                                                                      |

this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to USD10,000,000.

|           |                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>F.</b> | <i>See policy provision</i>                                              | Automatic Acquisitions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>G.</b> | USD 1,000,000                                                            | Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.                                                                                                                                                                                                                                                                                                                           |
| <b>H.</b> | USD 5,000,000 or 110% of the scheduled values, whichever is greater, for | or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to USD25,000 / 25 gallon maximum per item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>I.</b> | USD 50,000,000                                                           | Errors & Omissions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>J.</b> | USD 25,000,000                                                           | Course of Construction and Additions (including new, for Projects with Project Values not exceeding USD25,000,000) except:-<br>Wood Frame construction is sub-limited to USD50,000,000 (including new, for Projects with Project Values not exceeding USD100,000,000)<br>All wood frame construction must have Alliant Underwriting Services approval prior to binding.                                                                                                                                                                                                                                                                                                                                                          |
| <b>K.</b> | USD 500,000                                                              | Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>L.</b> | USD 2,500,000                                                            | Unscheduled Fine Arts (as more fully defined in the PEPiP U.S.A Form No. 017)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>M.</b> | USD 250,000                                                              | Per Occurrence and in the Annual Aggregate as respects Accidental Contamination, including Owned Land, Land Values and Water owned by the Named Insured(s), subject to USD500,000 in the Annual Aggregate in respect of all Named Insured(s) of this Declaration combined.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>N.</b> | USD 750,000                                                              | Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs. |
| <b>O.</b> | USD 50,000,000                                                           | Increased Cost of Construction due to the enforcement of building codes / ordinance or law, including Boiler and Machinery Breakdown and as per policy provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>P.</b> | USD 25,000,000                                                           | Transit - Physical Damage only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Q.</b> | USD 2,500,000                                                            | Unscheduled Animals, subject to maximum of USD50,000 Per Animal, Per Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>R.</b> | USD 2,500,000                                                            | Unscheduled Watercraft; up to 27 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>S.</b> | USD 25,000,000                                                           | Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned / operated location(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>T.</b>  | USD 3,000,000   | Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.                                                                                                                                                                                                                                                                                                                                                                            |
| <b>U.</b>  | USD 5,000,000   | as respects the peril of Earthquake Shock for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined, for all Named Insured(s) of this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.                           |
| <b>V.</b>  | USD 5,000,000   | as respects the peril of Flood for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined, for all Named Insured(s) of this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.                                                            |
| <b>W.</b>  | USD 1,000,000   | Claim Preparation Expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>X.</b>  | USD 50,000,000  | Expediting Expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Y.</b>  | USD500,000      | Separately as respects Furs, Jewellery, Precious Metals and Precious Stones                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Z.</b>  | USD10,000,000   | Business Interruption for Power Generation Facilities which is understood to be part of and not additional to Item C. above                                                                                                                                                                                                                                                                                                                                                                               |
| <b>AA.</b> | USD 1,000,000   | Personal Property Outside the U.S.A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>AB.</b> | USD 100,000,000 | Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits: |
|            | USD 10,000,000  | Per Occurrence for Service/ Utility/ Off Premises Power Interruption                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | USD Included    | Per Occurrence for Consequential Damage / Perishable Goods/ Spoilage                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | USD 10,000,000  | Per Occurrence for Electronic Data Processing Media.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | USD 2,000,000   | Per Occurrence, Per Named Insured and in the Annual Aggregate per declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage                                                                                                                                                                                                                                                                                                                               |
|            | USD 10,000,000  | Per Occurrence for Hazardous Substance / Pollution / Decontamination                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | USD Included    | Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.                                                                                                                                                                                                                                                                                                                                                                 |
|            |                 | Earthquake Shock Resultant Damage coverage only applies for Named Insured(s) of this Declaration that purchase optional dedicated Earthquake Shock Difference in Conditions (D.I.C.) coverage and only for those locations covered for the peril of Earthquake Shock.                                                                                                                                                                                                                                     |

|      |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AC.. | USD 180 days       | Extended Period of Indemnity                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| AD.  | USD Not Applicable | Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.                                                                                                                                                                                                                                                                                                                                                |
| AE.  | USD Not Covered    | Per Occurrence for Off- Premises Vehicle Physical Damage                                                                                                                                                                                                                                                                                                                                                                                                     |
| AF.  | Not Covered        | Per Occurrence and in the annual aggregate for Communicable Disease                                                                                                                                                                                                                                                                                                                                                                                          |
| AG   | USD 100,000        | Per Occurrence while in Storage and In Transit coverage for Unmanned Aircraft as more fully defined in the Master Policy wording. Not covered while in Flight                                                                                                                                                                                                                                                                                                |
| AH   | USD 100,000        | Per Occurrence for Mold or Fungus Resultant Damage subject to a USD 1,000,000 Annual Aggregate per declaration                                                                                                                                                                                                                                                                                                                                               |
| AI   | USD100,000,000     | Per Occurrence / Per Named Insured for the actual loss sustained during the off time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period |
| AJ   | USD100,000,000     | the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.       |
| AK   | 5,000,000          | Per Occurrence/Per Declaration for Green Coverage Upgrade subject to the lesser of a) the cost of upgrade b) an additional 25% of the applicable limit shown in the schedule of values c) this sublimit. All as more fully defined in the Primary Policy Wording, Master Policy Wording applicable to the Declaration.                                                                                                                                       |
| AL   | USD10,000,000      | Electronic Data Processing Media                                                                                                                                                                                                                                                                                                                                                                                                                             |

**7. Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).**

**(A.) ‘Basic’ (All Other Perils) Deductible, except for those referenced in Specified Perils or Coverages Deductible(s) which set forth in (B.) or Special Terms and Conditions below.**

| Item                         | Deductible Amount                                                                          | Coverage Description                                                                                                                                                                                                                      |
|------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i.                           | Applicable as respects Named Insured (s):                                                  |                                                                                                                                                                                                                                           |
| Basic Deductible:            | USD 100,000                                                                                | Per Occurrence, which to apply in the event a more specific deductible is not applicable to a loss                                                                                                                                        |
| ii.                          | Applicable as respects Joint Powers Authority (JPA) or Risk Sharing Pool (Pool) Member(s): |                                                                                                                                                                                                                                           |
| JPA / Pool Basic Deductible: | USD Not Applicable                                                                         | When applicable will be in excess of a JPA or Pool member’s deductible amount unless a more specific deductible is applicable to a loss as noted in the Deductibles for Specific Perils and Coverages or Special Terms section below. The |

Named Insured(s) deductible amount will be agreed upon between the JPA or Pool and its members. The “JPA/Pool Basic Deductible” shown here, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable constituent members’ deductible and the “JPA/Pool Basic Deductible”, until the “JPA/Pool Annual Aggregate Amount” is exhausted

JPA / Pool  
Annual  
Aggregate  
Amount: USD Not Applicable

When applicable is the accumulation of payments made by the JPA or Pool that are categorized as “JPA/Pool Basic Deductibles” above. Once the annual aggregate amount is reached, all subsequent losses in chronological order are subject to the “JPA/Pool Maintenance Deductible” indicated below

However, losses caused by any of the perils or properties listed below indicating “Do” will contribute to the erosion of the Annual Aggregate Deductible Amount.  
Those perils or properties listed below indicating “Do Not” will not contribute to the erosion of the Annual Aggregate Deductible Amount.

|                         |                |                      |                |
|-------------------------|----------------|----------------------|----------------|
| Earthquake Shock:       | Not Applicable | Water Craft:         | Not Applicable |
| Flood:                  | Not Applicable | Scheduled Fine Arts: | Not Applicable |
| Vehicles:               | Not Applicable | Animals:             | Not Applicable |
| Contractors’ Equipment: | Not Applicable | Tees and Greens:     | Not Applicable |
| Tax Interruption:       | Not Applicable | Wind Tiers 1 & 2:    | Not Applicable |
| Wind and Hail:          | Not Applicable | Wildfire:            | Not Applicable |
| ISO CAT :               | Not Applicable |                      |                |

|                                         |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| JPA / Pool<br>Maintenance<br>Deductible | USD Not Applicable | Pool Maintenance Deductible applicable to each occurrence after the Annual Aggregate Deductible is reached. As with the “JPA/Pool Basic Deductible” this maintenance deductible will be applicable in excess of the applicable JPA or Pool constituent member’s deductible. The specific deductibles for Flood, Earthquake and Wind will always apply to losses caused by those perils regardless if it is greater or less than the Pool Maintenance Deductible. The maintenance deductible does not apply to those items listed in the Deductibles for Specific Perils and Coverages or Special Terms & Conditions section below if those perils do not erode the annual aggregate deductible. |
|-----------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**(B.) Specified Perils or Coverages Deductible(s):**

| Item | Deductible Amount  | Coverage Description                                                                      |
|------|--------------------|-------------------------------------------------------------------------------------------|
| i.   | USD 100,000        | All Flood Zones excluding Flood Zones A & V (inclusive of all 100 year exposures).        |
| ii.  | USD Not Covered    | Flood Zones A & V (inclusive of all 100 year exposures).                                  |
| iii. | USD Not Applicable | for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm. |

|        |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| iv.    | USD Not Covered                                                                                                              | Earthquake Shock. If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated, If the stated deductible is on a percentage basis, the deductible will apply on a Per Occurrence, Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.                                                                                                                                                                                                                                                                                                                                                                             |
| v.     | Fine Arts: USD50,000 and Vehicles or Contractors Equipment: USD10,000 Per Vehicle / Item, subject to a maximum of USD100,000 | Earthquake Shock for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined, for each Named Insured(s) of this Declaration that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items have not been reported for optional dedicated Earthquake Shock coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.                                                                                                                                                                                                                                                                            |
| vi.    | Fine Arts: USD50,000 and Vehicles or Contractors Equipment: USD10,000 Per Vehicle / Item, subject to a maximum of USD100,000 | Flood for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined, for each Named Insured(s) of this Declaration that do not purchase optional dedicated Flood coverage, and/or where specific values for such items have not been reported for optional dedicated Flood coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.                                                                                                                                                                                                                                                                                                             |
| vii.   | USD Not Covered                                                                                                              | Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.                                                                                                                                                                                                                                                                                                                                                          |
| viii.  | USD 5,000                                                                                                                    | Contractors' Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ix.    | USD 1,000                                                                                                                    | Specially Trained Animals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| x.     | USD 500,000                                                                                                                  | Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs. |
| xi.    | 2.5%                                                                                                                         | Tax Interruption (Percentage of Annual Tax Revenue Value per Location)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| xii.   | USD 10,000                                                                                                                   | Boiler Explosion and Machinery Breakdown (all Coverages except as noted elsewhere herein)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| xiii.  | USD 10,000                                                                                                                   | Boiler Explosion and Machinery Breakdown as respects Electronic Data Processing Media                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| xiv.   | USD 10,000                                                                                                                   | Boiler Explosion and Machinery Breakdown as respects Consequential Damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| xv.    | USD 10,000                                                                                                                   | Boiler Explosion and Machinery Breakdown as respects all objects greater than 200 hp, 1,000 kW / kVA / Amps or Boilers over 5,000 Sq. Ft. of heating surface                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| xvi.   | USD 50,000                                                                                                                   | Boiler Explosion and Machinery Breakdown as respects all objects greater than 350 hp, 2,500 kW / kVA / Amps or Boilers over 10,000 Sq. Ft. of heating surface                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| xvii.  | USD 100,000                                                                                                                  | Boiler Explosion and Machinery Breakdown as respects all objects greater than 500 hp, 5,000 kW / kVA / Amps or Boilers over 25,000 Sq. Ft. of heating surface                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| xviii. | USD 250,000                                                                                                                  | Boiler Explosion and Machinery Breakdown as respects all objects greater than 750 hp, 10,000 kW / kVA / Amps or Boilers over 75,000 Sq. Ft. of heating surface                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|         |                                   |                                                                                                                                                                       |
|---------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| xix.    | USD 350,000                       | Boiler Explosion and Machinery Breakdown as respects all objects greater than 25,000 hp, 25,000 kW / kVA / Amps or Boilers over 250,000 Sq. Ft. of heating surface    |
| xx.     | USD 10 per foot / \$2,500 Minimum | Boiler Explosion and Machinery Breakdown as respects Deep Water Wells                                                                                                 |
| xxi.    | USD 24 Hour Waiting Period        | Boiler Explosion and Machinery Breakdown as respects Utility Interruption                                                                                             |
| xxii.   | USD 24 Hours                      | Boiler Explosion and Machinery Breakdown as respects Business Interruption and Extra Expense (except as noted elsewhere herein)                                       |
| xxiii.  | USD 30 Days                       | Boiler Explosion and Machinery Breakdown as respects Business Interruption Revenue Bond Interest Payments                                                             |
| xxiv.   | USD 5 x 100% of Daily Value       | Boiler Explosion and Machinery Breakdown as respects Business Interruption for all objects over 750 hp or 10,000 kW / kVA / Amps or 10,000 Sq. Ft. of heating surface |
| xxv.    | USD 5 x 100% of Daily Value       | Boiler Explosion and Machinery Breakdown as respects Business Interruption for all objects at Waste Water Treatment Facilities & All Utilities                        |
| xxvi.   | 24 hours waiting period           | Service Interruption as respects All Perils and Coverages (other than Boiler Explosion and Machinery Breakdown)                                                       |
| xxvii.  | USD Not Applicable                | Wind Damage Deductible.                                                                                                                                               |
| xxviii. | USD Not Applicable                | Wind Tier 1&2: for losses to locations in Tier 1 and/or 2 Counties located south of the State of Maryland and resulting from a Named Windstorm                        |
| xxviii. | USD 10,000                        | While in Storage and In Transit coverage for Unmanned Aircraft                                                                                                        |
| xxvv.   | 5,000,000                         | Upgrade to Green Coverage                                                                                                                                             |

## 8. Special Terms and Conditions:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

| Description:                                                                                                                                                                                                                                                   | Sub-Limit of Liability: | Applicable Deductible: |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------|
| 1) VEHICLE EXCLUSION: No coverage is provided for Vehicles On or Off Premises. No coverage is provided for Vehicles under Automatic Acquisition, Miscellaneous Unnamed Locations or any other ancillary coverage that may be provided for vehicles under the P | 1) Not Covered          | 1) Not Covered         |

9. **Premium:** USD428,322 (for order hereon, all sections combined) for period.

10. **Notification of Claims to:** Alliant Insurance Services, Inc.,  
Attention: Claims Department,  
100 Pine Street, 11th Floor  
San Francisco, CA,  
94111.

11. **Dated in London:** 2<sup>nd</sup> November 2021

Issued by Underwriters and subject to the PEPIP U.S.A. Form No.17, which is taken and read as forming an integral part of this Insurance / Reinsurance.

The Insurer / Reinsurer shall not be deemed to provide cover and the Insurer / Reinsurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### **Application of Sub-limit Endorsement - LMA5130**

**Application To Insured Interests.** Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

**Application Within Perils.** If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

This endorsement takes precedence over and, if in conflict with any other wording in the contract bearing on the application of sub-limits, replaces that wording.

#### **Drop Down Clause**

In the event of reduction or exhaustion of the Primary or Underlying aggregate limit or limits for the perils of Flood and/or Earthquake Shock, it hereby understood and agreed that such Insurance as is afforded by this policy shall apply in excess of the reduced underlying limit in respect of such perils, or if such limit is exhausted, shall apply as underlying insurance, subject to the original deductible provisions contained in the underlying policy(ies), notwithstanding anything to the contrary in the terms and conditions of this policy. In no event, however, shall Insurers be liable for more than the limit(s) of liability specified herein.

#### **Lines Clause – NMA 2419 (amended)**

This Insurance, being signed for the percentages shown in the Participation Schedule, insures only that proportion applicable to the policies enumerated in the Participation Schedule of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance. The percentages signed in the Table are percentages of 100% of the amount(s) of Insurance stated herein.

**Participation Schedule**

**Master Policy No:- PJ213647 –**

**Difference Between:-**

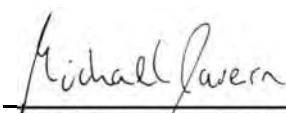
USD 25,000,000 (for 100%) Per Occurrence for each Declaration Separately respects All Perils and Coverages, which to apply for all Named Insured(s) of the Declaration combined:

AND

USD 25,000,000 (for 100%) Per Occurrence for each Declaration Separately respects All Perils and Coverages, Subject to an annual aggregate (for 100%) as held on files with Alliant Insurance Services.

| <u>Signed</u><br><u>Participation</u> | <u>Company / Syndicate</u> |
|---------------------------------------|----------------------------|
|---------------------------------------|----------------------------|

| <u>Signed Line:</u> | <u>Security:</u>                    |
|---------------------|-------------------------------------|
| 23.5000%            | Fidelis Underwriting Limited        |
| 10.0000%            | Houston Specialty Insurance Company |
| 7.5000%             | Convex Insurance UK Limited         |

|                                                                                                                                                  |                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Signed to order:</b><br><b>41.0000%</b><br><b>(Lead underwriter Fidelis Underwriting Limited signing on behalf of following underwriters)</b> |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Policy No:- PJ2100160 –**

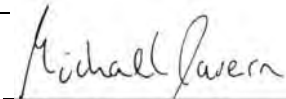
**Difference Between:-**

USD 20,000,000 (for 100%) Per Occurrence for each Declaration Separately respects All Perils and Coverages, which to apply for all Named Insured(s) of the Declaration combined:  
AND

USD 10,000,000 (for 100%) Per Occurrence for each Declaration Separately respects All Perils and Coverages, Subject to an annual aggregate (for 100%) as held on files with Alliant Insurance Services.

| <u>Signed Participation</u> | <u>Company / Syndicate</u> |
|-----------------------------|----------------------------|
|-----------------------------|----------------------------|

| <u>Signed Line:</u> | <u>Security:</u>             |
|---------------------|------------------------------|
| 0.1000%             | Fidelis Underwriting Limited |
| 17.2616%            | Lloyd’s Syndicate 0510 KLN   |
| 4.3154%             | Lloyd’s Syndicate 1880 TMK   |
| 1.3230%             | Lloyd’s Syndicate 0318 CIN   |

Signed to order: 23.0000%   
(Lead underwriter Fidelis Underwriting Limited signing on behalf of following underwriters)



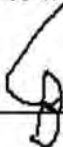
**Policy No: PJ213296 –**

**Section A: USD5,000,000 Per Occurrence for each Declaration Excess of USD20,000,000 Per Occurrence for each Declaration:**

| <u>Signed</u>        | <u>Company / Syndicate</u> |
|----------------------|----------------------------|
| <u>Participation</u> |                            |

|                     |                  |
|---------------------|------------------|
| <b>Signed Line:</b> | <b>Security:</b> |
|---------------------|------------------|

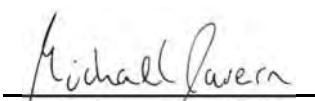
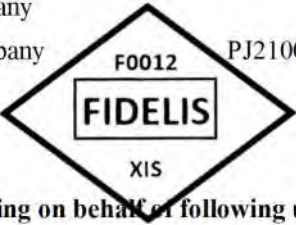
|          |                                                            |
|----------|------------------------------------------------------------|
| 23.0000% | Endurance Worldwide Insurance Ltd t/as Sompo International |
|----------|------------------------------------------------------------|

|                         |                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------|
| <b>Signed to order:</b> |                                                                                   |
| 23.0000%                |  |

**(Lead underwriter Endurance Worldwide Insurance Ltd t/as Sompo International)**

Master Policy No: PJ212696 –

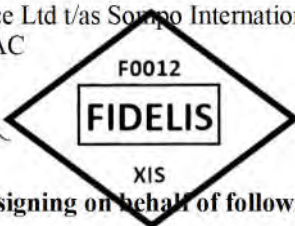
Section A: USD25,000,000 Per Occurrence for each Declaration Excess of USD25,000,000 Per Occurrence foreach Declaration:

| <u>Signed Participation</u>                                                                        | <u>Company / Syndicate</u>                                                         | <u>Sub Policy Number if applicable</u>                                             |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Signed Line:</b>                                                                                | <b>Security:</b>                                                                   |                                                                                    |
| 0.1000%                                                                                            | Fidelis Underwriting Limited                                                       |                                                                                    |
| 8.0000%                                                                                            | Lloyd's Syndicate 0510 KLN                                                         |                                                                                    |
| 2.0000%                                                                                            | Lloyd's Syndicate 1880 TMK                                                         |                                                                                    |
| 5.0000%                                                                                            | Lloyd's Syndicate 1969 APL                                                         |                                                                                    |
| 10.0000%                                                                                           | Lloyd's Syndicate 1225 AES                                                         |                                                                                    |
| 5.0000%                                                                                            | International General Insurance Company Limited                                    |                                                                                    |
| 2.4000%                                                                                            | Lloyd's Syndicate 0318 CIN                                                         |                                                                                    |
| 5.0000%                                                                                            | Endurance Worldwide Insurance Ltd t/as Sompo International                         | PJ213296-2                                                                         |
| 10.0000%                                                                                           | Houston Specialty Insurance Company                                                |                                                                                    |
| 15.0000%                                                                                           | GuideOne National Insurance Company<br>099002097                                   | PJ2100195 / Guide One Binder No.                                                   |
| <b>Signed to order:</b><br><b>62.50000%</b>                                                        |  |  |
| <b>(Lead underwriter Fidelis Underwriting Limited signing on behalf of following underwriters)</b> |                                                                                    |                                                                                    |

Master Policy No: PJ212696 –

Section B: USD75,000,000 Per Occurrence for each Declaration Excess of USD50,000,000 Per Occurrence for each Declaration:

| <u>Signed Participation</u> | <u>Company / Syndicate</u>                                 | <u>Sub Policy Number if applicable</u>     |
|-----------------------------|------------------------------------------------------------|--------------------------------------------|
| Signed Line:                | Security:                                                  |                                            |
| 15.0000%                    | Fidelis Underwriting Limited                               |                                            |
| 15.0000%                    | GuideOne National Insurance Company                        | PJ2100195 / Guide One Binder No. 099002097 |
| 5.0000%                     | Lloyd's Syndicate 0609 AUW                                 | PJ2100119                                  |
| 2.0000%                     | Lloyd's Syndicate 1183 TAL                                 | PJ2100285                                  |
| 21.0000%                    | Endurance Worldwide Insurance Ltd t/as Sompo International | PJ213296-3                                 |
| 7.5000%                     | PartnerRe Ireland Insurance DAC                            | PJ2100121                                  |

Signed to order:    
15.0000% \*  
(Lead underwriter Fidelis Underwriting Limited signing on behalf of following underwriters)

- \* Plus an additional 15.0000% under PJ2100195 USD50,000,000 Per Occurrence for each Declaration Excess of USD50,000,000 Per Occurrence for each Declaration
- \* Plus an additional 2.0000% under PJ2100285 USD50,000,000 Per Occurrence for each Declaration Excess of USD50,000,000 Per Occurrence for each Declaration
- \* Plus an additional 5.0000% under PJ2100119 USD50,000,000 Per Occurrence for each Declaration Excess of USD50,000,000 Per Occurrence for each Declaration
- \* Plus an additional 21.0000% under PJ213296-3 USD25,000,000 Per Occurrence for each Declaration Excess of USD100,000,000 Per Occurrence for each Declaration
- \* Plus an additional 7.5000% under PJ2100121 USD25,000,000 Per Occurrence for each Declaration Excess of USD100,000,000 Per Occurrence for each Declaration

Master Policy No: PJ212696 –

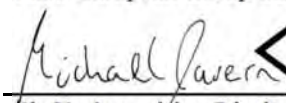
Section C: USD75,000,000 Per Occurrence for each Declaration Excess of USD125,000,000 Per Occurrence for each Declaration:

| <u>Signed Participation</u>                                                                                                                         | <u>Company / Syndicate</u>                                  | <u>Sub Policy Number if applicable</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------|
| <b>Signed Line:</b>                                                                                                                                 | <b>Security:</b>                                            |                                        |
| 0.1000%                                                                                                                                             | Fidelis Underwriting Limited                                |                                        |
| 2.5000%                                                                                                                                             | Lloyd's Syndicate 1969 APL                                  |                                        |
| 3.3300%                                                                                                                                             | Convex Insurance UK Limited                                 |                                        |
| 4.9000%                                                                                                                                             | Lloyd's Syndicate 1301 IGO                                  |                                        |
| 5.0000%                                                                                                                                             | PartnerRe Ireland Insurance DAC                             |                                        |
| 10.0000%                                                                                                                                            | Lloyd's Syndicate 4444 CNP                                  | PJ2100284                              |
| 6.6667%                                                                                                                                             | Lloyd's Syndicate 1183 TAL                                  | PJ2100284                              |
| 13.0000%                                                                                                                                            | Chubb European Group SE t/a Chubb Bermuda International     | PJ2100197-001                          |
| 2.6000%                                                                                                                                             | Lloyd's Syndicate 2015 CHN                                  | PJ2100132                              |
| 4.0000%                                                                                                                                             | Lloyd's Syndicate 1200 AMA                                  | PJ2100214                              |
| 7.0000%                                                                                                                                             | Lancashire Insurance Company (UK) Ltd                       | PJ2100204                              |
| 3.0000%                                                                                                                                             | Lloyd's Syndicate 4020 ARK                                  | PJ2100127                              |
| 5.0000%                                                                                                                                             | Chubb European Group SE t/a Chubb Bermuda International     | PJ2100197-2                            |
| 15.0000%                                                                                                                                            | Endurance Worldwide Insurance Ltd t/a Scorpio International | PJ213296-4                             |
| <b>Signed to order:</b><br><b>52.0967 % *</b><br><b>(Lead underwriter Fidelis Underwriting Limited signing on behalf of following underwriters)</b> |                                                             |                                        |

- \* Plus an additional 7.0000% under PJ2100204 USD50,000,000 Per Occurrence for each Declaration Excess of USD125,000,000 Per Occurrence for each Declaration
- \* Plus an additional 5.0000% under PJ2100197-2 USD50,000,000 Per Occurrence for each Declaration Excess of USD125,000,000 Per Occurrence for each Declaration
- \* Plus an additional 3.0000% under PJ2100127 USD50,000,000 Per Occurrence for each Declaration Excess of USD125,000,000 Per Occurrence for each Declaration
- \* Plus an additional 15.0000% under PJ213296-4 USD25,000,000 Per Occurrence for each Declaration Excess of USD175,000,000 Per Occurrence for each Declaration

Master Policy No: PJ212696–

**Section D: USD125,000,000 Per Occurrence for each Declaration Excess of USD275,000,000 Per Occurrence foreach Declaration:**

| <u>Signed</u>                                                                                      |                                                                                   | <u>Sub Policy Number</u> |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------|
| <u>Participation</u>                                                                               | <u>Company / Syndicate</u>                                                        | <u>if applicable</u>     |
| <b>Signed Line:</b>                                                                                | <b>Security:</b>                                                                  |                          |
| 20.0000%                                                                                           | Fidelis Underwriting Limited                                                      |                          |
| 14.2240%                                                                                           | Lloyd's Syndicate 0510 KLN                                                        |                          |
| 3.5560%                                                                                            | Lloyd's Syndicate 1880 TMK                                                        |                          |
| 7.2200%                                                                                            | Lloyd's Syndicate 1886 QBE                                                        |                          |
| 3.5000%                                                                                            | Lloyd's Syndicate 4020 ARK                                                        |                          |
| 7.5000%                                                                                            | PartnerRe Ireland Insurance DAC                                                   |                          |
| 6.0000%                                                                                            | Lloyd's Syndicate 0382 HDU                                                        | PJ2100290                |
| 25.0000%                                                                                           | Chubb European Group SE t/a Chubb Bermuda International                           | PJ212711-1               |
| <b>Signed to order:</b>                                                                            |  |                          |
| <b>88.5000%</b>                                                                                    |  |                          |
| <b>(Lead underwriter Fidelis Underwriting Limited signing on behalf of following underwriters)</b> |                                                                                   |                          |

**Master Policy No: PJ212711-2, PJ2100219**

**USD100,000,000 Per Occurrence for each Declaration Excess of USD400,000,000 Per Occurrence for each Declaration:**

| <b><u>Signed Participation</u></b> | <b><u>Company / Syndicate</u></b>                       | <b><u>Sub Policy Number if applicable</u></b> |
|------------------------------------|---------------------------------------------------------|-----------------------------------------------|
| <b>Signed Line:</b>                | <b>Security:</b>                                        |                                               |
| 30.5000%                           | Chubb European Group SE t/a Chubb Bermuda International | PJ212711-2                                    |
| 6.5000%                            | Lloyd's Syndicate 1183 TAL                              | PJ2100219                                     |

**Signed to order:**  
**37.0000%**                      **Underwriters agree to follow Policy B0180PJ212696 lead Fidelis Underwriting Limited; this includes the signing of Certificates/Evidences of Coverage without advice.**

**Master Policy No: PJ212711-3**

**USD200,000,000 Per Occurrence for each Declaration Excess of USD800,000,000 Per Occurrence for each Declaration:**

| <u>Signed</u>                   |                                                                             | <u>Sub Policy Number</u> |
|---------------------------------|-----------------------------------------------------------------------------|--------------------------|
| <u>Participation</u>            | <u>Company / Syndicate</u>                                                  | <u>if applicable</u>     |
| <b>Signed Line:</b><br>50.0000% | <b>Security:</b><br>Chubb European Group SE t/a Chubb Bermuda International | PJ212711-3               |

**Signed to order:**  
**50.0000%**      **Underwriters agree to follow Policy B0180PJ212696 lead Fidelis Underwriting Limited; this includes the signing of Certificates/Evidences of Coverage without advice.**

**ALLIANT INSURANCE SERVICES, INC.  
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

**PROPERTY SUMMARY**

**TYPE OF INSURANCE:**    ☒ Insurance                      ☐ Reinsurance

**NAMED INSURED:**       Public Entity Risk Management Authority

**DECLARATION:**            11-JPA/Pools 1

**POLICY PERIOD:**         July 1, 2021 to July 1, 2022

**REFERENCE NUMBER:**    APIP2021 (Dec 11)

**COMPANIES:**             See Attached List of Companies

**TOTAL INSURED  
VALUES:**                    \$ 1,550,682,917 as of July 1, 2021

**COVERAGES & LIMITS:**

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$     100,000,000    | Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.                                                                                                                                                                                                               |
| \$         2,500,000  | Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Not Covered           | Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.                                                                                                                                                                                                                                                                      |
| Not Applicable        | Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Not Covered           | Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).                                                                                                                                                                                                                                                                                                                                                                                                            |
| \$     100,000,000    | Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified. |
| \$         50,000,000 | Extra Expense.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**COVERAGES & LIMITS:**  
(continued)

|                       |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Per Bound TIV         | \$25,000,000                 | Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values less than \$500,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 180 days              | Extended Period of Indemnity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| See Policy Provisions | \$25,000,000                 | Automatic Acquisition for Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than \$500,000,000 at time of binding up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of \$2,500,000 for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of Earthquake is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000. |
| \$                    | 1,000,000                    | Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| \$                    | 5,000,000                    | or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| \$                    | 50,000,000                   | Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| \$                    | 25,000,000                   | Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                               |             |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------|-------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COVERAGES &amp; LIMITS:</b><br>(continued) | \$          | 500,000    | Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                               | \$          | 2,500,000  | Unscheduled Fine Arts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                               | \$          | 250,000    | Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.                                                                                                                                                                            |
|                                               | \$          | 750,000    | Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs. |
|                                               | \$          | 50,000,000 | Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                               | \$          | 25,000,000 | Transit - Physical Damage only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                               | \$          | 2,500,000  | Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                               | \$          | 2,500,000  | Unscheduled Watercraft up to 27 feet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                               | Not Covered |            | Per Occurrence for Off Premises Vehicle Physical Damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                               | \$          | 25,000,000 | Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                               | \$          | 5,000,000  | Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..                                                                                                                                                                                        |

|                                               |    |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------|----|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COVERAGES &amp; LIMITS:</b><br>(continued) | \$ | 5,000,000   | Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.. |
|                                               | \$ | 3,000,000   | Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.                                                                                                                                                                                                                                                                                                                                                                           |
|                                               | \$ | 3,000,000   | Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.                                                                                                                                                                                     |
|                                               | \$ | 500,000     | Jewelry, Furs, Precious Metals and Precious Stones Separately.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                               | \$ | 1,000,000   | Claims Preparation Expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                               | \$ | 50,000,000  | Expediting Expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                               | \$ | 1,000,000   | Personal Property Outside of the USA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                               | \$ | 5,000,000   | Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.                                                                                                                                                                                                                                                                                        |
|                                               |    | Not Covered | for Communicable Disease.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                               | \$ | 100,000     | Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.                                                                                                                                                                                                                                                                                                                           |
|                                               | \$ | 100,000     | Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.                                                                                                                                                                                                                                                                                                                                                                 |
|                                               | \$ | 100,000,000 | Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.                                                                                                      |
|                                               | \$ | 100,000,000 | Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.                                                                        |

\$ 10,000,000 Electronic Data Processing Media.

**VALUATION:**

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

**EXCLUSIONS  
(Including but not limited to):**

- Seepage & Contamination - *unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.*
- Cost of Clean-up for Pollution - *unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.*
- Mold - *as more fully described in the Master Policy Wording or otherwise provided when Pollution Liability Coverage is purchased, and as defined in the coverage Summary.*

**Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).**

**"ALL RISK"**

**DEDUCTIBLE:**

\$ 100,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

**DEDUCTIBLES FOR  
SPECIFIC PERILS  
AND COVERAGES:**

Not Covered Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

\$ 100,000 All Flood Zones Per Occurrence excluding Flood Zones A & V.

Not Applicable for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.

Not Covered Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

\$ 1,000 Per Occurrence for Specially Trained Animals.

|    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ | 500,000          | Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs. |
| \$ | 10,000           | Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$ | 50,000           | Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| \$ | 10,000           | Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| \$ | 50,000           | Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|    | 24 Hour          | Waiting Period for Service Interruption for All Perils and Coverages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|    | 2.5%             | of Annual Tax Revenue Value per Location for Tax Interruption.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | 24 Hour          | Waiting Period for Ingress/Egress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | 24 Hour          | Waiting Period for Civil Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | Not Covered      | Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.                                                                                                                                                                                                                                                                                                                                                          |
| \$ | 5,000            | Per Occurrence for Contractor's Equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | Replacement Cost | Contactor's Equipment Valuation Basis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## SPECIAL TERMS AND CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

**SPECIAL TERMS 1:** VEHICLE EXCLUSION: No coverage is provided for Vehicles On or Off Premises. No coverage is provided for Vehicles under Automatic Acquisition, Miscellaneous Unnamed Locations or any other ancillary coverage that may be provided for vehicles under the PEPIP form.

Not Covered

Special Terms Limit

Not Covered

Special Terms Deductible

**The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. Carriers providing these coverages are included in the Schedule of Carriers.**

|                  |                                                                                                                                                                                                                                                       |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ 100,000,000   | Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer). |
| \$ 100,000       | Per Occurrence Deductible for Primary Terrorism.                                                                                                                                                                                                      |
| \$ 600,000,000   | Per Named Insured for Terrorism (Excess Layer) subject to;                                                                                                                                                                                            |
| \$ 1,100,000,000 | Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;                                                                                                                     |
| \$ 1,400,000,000 | Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).                       |
| \$ 500,000       | Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).                                                                                                                                            |
| Not Covered      | Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Document for applicable Limits. (Cyber Liability) If, insured purchases such coverage.                                                 |
| Included         | Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage.                                                                      |

**TERMS & CONDITIONS:** 25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

**NOTICE OF CANCELLATION:** 90 days except 10 days for non-payment of premium

### Annual Cost

|                                   |                 |
|-----------------------------------|-----------------|
| <b>Total Property Premium:</b>    | \$ 3,046,114.00 |
| <b>Excess Boiler:</b>             | \$ 21,014.00    |
| <b>ABS Fee:</b>                   | \$ 25,967.00    |
| <b>SLT&amp;F's</b>                | \$ 99,681.67    |
| <b>Broker Fee:</b>                | \$ 0.00         |
| <b>TOTAL COST †:</b>              | \$ 3,192,776.67 |
| <b>(Including Taxes and Fees)</b> |                 |

† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage). Note: Between proposal release date and final binding there was a reallocation of premium between Property and Boiler and Machinery (for those who purchase this coverage). This change had no impact on your total premium amount.

**BROKER:** **ALLIANT INSURANCE SERVICES, INC.**  
**License No. 0C36861**

Seth Cole  
Senior Vice President

Matt McManus  
First Vice President

Kevin J. Bibler  
Senior Vice President

Banesa Laird  
Assistant Vice President

Eve M Wildhagen  
Account Manager - Lead

***Coverage outlined in this Summary is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.***

**Alliant Property Insurance Program (APIP)**  
**POLLUTION LIABILITY EVIDENCE OF COVERAGE**

**COMPANY:** Ironshore Specialty Insurance Company

**POLICY NUMBER:** ISPILLSCAZ0U001

**POLICY TERM:** 7/1/2021 to 7/1/2022

**FIRST NAMED INSURED:** APIP Cyber and Pollution Programs, Inc.

**ADDITIONAL NAMED INSURED:** Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed above.

**MEMBER NAMED ADDRESS & TIV:** Public Entity Risk Management Authority  
36-951 Cook St, Ste 101  
Palm Desert, CA 92211  
TIV: \$1,593,091,315

**DECLARATION:** 11-JPA/Pools 1

**RETROACTIVE DATES:** This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later. Also, the following retroactive dates apply for all members:

- July 1, 2021 for Products Pollution and Exposure Liability;
- July 1, 2021 for Contractor's Pollution
- July 1, 2021 for Mold Matter

**COVERAGES:** **CLAIMS MADE AND REPORTED**

Coverage A.1 – Onsite Pollution:  
Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.

Coverage A.2 – OffSite Pollution:  
Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.

Coverage B – Emergency Response Expenses  
To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

**COVERAGES (cont.):**

**Coverage C.1 – Third Party Claims - Onsite Pollution**

Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

**Coverage C.2 – Third Party Claims -Offsite Pollution**

Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is beyond the boundaries of the Covered Property.

**Coverage D – Transportation**

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.

**Coverage E – Waste Disposal Activities:**

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

**Coverage F – Business Interruption:**

To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions.

This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after 7/1/2021.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2021.

Coverage for Image Restoration Expenses included, including fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the named insured at the direction of such a firm. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media with the prior written consent of the Insurer.

Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.

Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.0006832 per \$100 of Total Insurable Values, pro-rated with a minimum premium of \$425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.

Illicit Abandonment is included in the definition of pollution condition.

Mold matter is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

#### Other Insurance Condition

Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance.

Blanket Underground Storage Tank coverage included, with a deductible of \$750,000 for storage tanks less than twenty-five years old, and a deductible of \$1,000,000 for storage tanks older than twenty-five years.

**Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.

The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.

Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:

- Any location with current or historic use as an airport;
- MAPLE (SOUTH) - 519 ENTRANCE OFF POMONA CORONA CA 92880
- 1018 COTTONWOOD CORONA CA 92879
- 1200 TENTH ST. (WEST) CORONA CA 92882
- 102 LINCOLN (NORTH) CORONA CA 92882
- 1052 QUARRY CORONA CA 92879
- 34 CRESTRIDGE CORONA CA 92880
- 219 GRAND (WEST) CORONA CA 92882
- 25225 MAITRI RD. CORONA CA 92883
- 24650 GLEN IVY RD. CORONA CA 92883
- 405 SIERRA VISTA AVE. CORONA CA 92882

Sudden and Accidental Coverage Only locations Continued:

- 315 MERILL ST (SOUTH) CORONA CA 92882
- 310 VICENTIA (SOUTH) CORONA CA 92882
- 710 CORPORATION YARD WAY CORONA CA 92880
- 2581 MANGULAR CORONA CA 92882
- 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882
- 240 BUENA VISTA AVE. CORONA CA 92882
- 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882
- 9865 GLEN IVY RD. CORONA CA 92883
- 917 CIRCLE CITY DR. CORONA CA 92879
- 219 JOY (SOUTH) CORONA CA 92879
- 505 VICENTIA (SOUTH) CORONA CA 92882
- 1865 POMONA RD CORONA CA 92880

**LIMITS:**

|              |                                                  |
|--------------|--------------------------------------------------|
| \$25,000,000 | Policy Program Aggregate (all insureds combined) |
| \$ 2,000,000 | Per Pollution Incident                           |
| \$ 2,000,000 | Per Named Insured Aggregate                      |
| \$ 2,000,000 | Per JPA/Pool Aggregate                           |

**SUBLIMITS:**

|              |                                                                                                      |
|--------------|------------------------------------------------------------------------------------------------------|
| \$ 100,000   | Disinfection Event Expenses Per Pollution Incident*                                                  |
| \$ 100,000   | Disinfection Event Expenses Coverage Aggregate*                                                      |
| \$ 250,000   | Image Restoration Expenses Per Pollution Incident*                                                   |
| \$ 250,000   | Image Restoration Expenses Coverage Aggregate*                                                       |
| \$ 500,000   | Mold Matter Aggregate Sublimit (K-12 Schools Only, per Named Insured)*                               |
| \$ 1,000,000 | Restoration Costs Aggregate (Mold Matter Only)*                                                      |
| \$ 1,000,000 | Legionella Per Pollution Incident*                                                                   |
| \$ 2,000,000 | Sewer Backup or Overcharge Per Pollution Incident*                                                   |
| \$ 250,000   | Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines*     |
| \$ 2,000,000 | Products Pollution and Exposure Liability Per Pollution Incident*                                    |
| \$ 5,000,000 | Products Pollution and Exposure Liability Aggregate*                                                 |
| \$ 1,000,000 | Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only* |
| \$ 2,000,000 | Contractor's Pollution Per Pollution Incident - All other Operations*                                |
| \$ 5,000,000 | Contractors Pollution Aggregate*                                                                     |

\*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

**DEDUCTIBLE:**

|           |                                               |
|-----------|-----------------------------------------------|
| \$250,000 | Each Pollution Incident After July 1, 2021    |
| \$500,000 | Each Pollution Incident Prior to July 1, 2021 |
| \$500,000 | Sewage Backup and Overcharge                  |

Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.

|             |                                                                                                                             |
|-------------|-----------------------------------------------------------------------------------------------------------------------------|
| \$250,000   | Disinfection Event Expenses                                                                                                 |
| \$250,000   | Products Pollution and Exposure Liability                                                                                   |
| \$250,000   | Covered Operations                                                                                                          |
| \$250,000*  | Mold Matter (*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space) |
| \$250,000   | Legionella                                                                                                                  |
| \$500,000   | Sewer Backup or Overcharge deductible                                                                                       |
| \$750,000   | Underground Storage Tanks (less than 25 years old)                                                                          |
| \$1,000,000 | Underground Storage Tanks (more than 25 years old)                                                                          |

**EXCLUSIONS  
(including but not  
limited to):**

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint – Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to Third-Party Claims, or to Remediation Expenses for the remediation of soil, surface water or groundwater, or for the remediation of asbestos, asbestos containing materials or lead based paint which has been inadvertently displaced by an accident which occurs, in its entirety, during the policy period. Lead in water is excluded.
- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Employer Liability - This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Material Change In Use - This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.
- Non-Disclosure
- Prior Claims
- Nuclear and Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Airports, Landfills and/or Recycling Facilities, Oil and/or Gas Producing or Refining Facilities
- Firing Ranges
- Activity Use Limitation
- Landfill Closure, Post-Closure and Reclamation Costs
- Odor
- Known Injury or Damage (Product Pollution and Covered Operations only)

**EXCLUSIONS  
(including but not  
limited to, cont.):**

Coverage does not apply to any claim or loss from:

- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution and Covered Operations only)
- Business Interruption (Covered Operations Only)
- Damage to Your Product (Product Pollution Only)
- Damage to Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Products Pollution (Covered Operations Only)
- Waste Products, Treatment or Disposal (Covered Operations Only)
- Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.

**REINSTATEMENT  
PROVISIONS:**

Not Provided.

**NOTICE OF  
CANCELLATION:**

90 days except 10 days for non-payment of premium

**CLAIMS REPORTING NOTICE**

**PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.**

**THIS IS A CLAIMS MADE POLICY**

**This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.**

**LOSS REPORTING  
REQUIREMENTS:**

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

1) Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005 Office  
By phone via: 24 Hour Claims Phone Number (888) 292-0249  
FAX to: 646-826-6601  
Email: [USClaims@ironshore.com](mailto:USClaims@ironshore.com)

2) Akbar Sharif  
Alliant Insurance Services, Inc.  
1301 Dove Street, Suite 200  
Newport Beach, CA 92660  
949 260-5088  
949 756-2713 – fax  
[Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

Cost is included in Total Property Premium  
100% Earned Premium at Inception

**DATE PREPARED:** August 13, 2021

**BROKER:** **ALLIANT INSURANCE SERVICES, INC.**  
**License No. 0C36861**

***NOTES: Coverage outlined in this Evidence of Coverage is subject to the terms and conditions set forth in the policy. Please refer to Policy for specific terms, conditions and exclusions.***

**This Evidence of Coverage does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this Evidence of Coverage of insurance**

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

**NY REGULATION 194 DISCLOSURE**

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract

or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

#### **FATCA DISCLOSURE**

**IMPORTANT NOTICE** - The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

#### **NRRA DISCLOSURE**

**IMPORTANT NOTICE:** THE NONADMITTED & REINSURANCE REFORM ACT (NRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS LINES TAXES AND/OR FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES AND/OR FEES OWED MUST BE PROMPTLY REMITTED TO ALLIANT INSURANCE SERVICES, INC.

## LOSS NOTIFICATION REQUIREMENT

### ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

- I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA  
Senior Vice President, Regional Claims Director  
Voice: (415) 403-1445 Cell: (415) 518-8490  
Email: [rfrey@alliant.com](mailto:rfrey@alliant.com)

Diana L. Walizada, AIC, CPIW, RPA, AINS  
Vice President, Claims Unit Manager  
Voice: (415) 403-1453  
Email: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)

Address:

Alliant Insurance Services, Inc.  
100 Pine St, 11<sup>th</sup> Floor  
San Francisco CA 94111  
Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

- II. Pollution Liability Carrier Ironshore Specialty Insurance Company (if purchased):

Address:

Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005  
In emergency call: (888) 292-0249  
Fax: (646) 826-6601  
Email: [USClaims@ironshore.com](mailto:USClaims@ironshore.com)

Address:

Akbar Sharif  
Claims Advocate  
1301 Dove St. Ste. 200  
Newport Beach, CA 92646  
Voice: (949) 260-5088 Fax: (415) 403-1466  
Email: [Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

# IRONSHORE SPECIALTY INSURANCE COMPANY

IN THE EVENT OF AN

## ENVIRONMENTAL EMERGENCY:

- 1) *Follow your organization procedures for reporting and responding to an incident*
- 2) *Alert local emergency authorities, as appropriate*
- 3) *Report the incident immediately at:*

**888-292-0249**

- 4] *Report the incident to Alliant*

Akbar Sharif  
Claims Advocate  
949-260-5088  
415-403-1466 – fax  
[Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan  
DO contact your management as well as appropriate authorities  
DO ensure anyone who could come in contact with a spill or release is kept away  
  
DO NOT ignore a potential spill or leak  
DO NOT attempt to respond beyond your level of training or certification

**SEND TO:** IRONSHORE ENVIRONMENTAL CLAIMS CSO

**BY MAIL:** 28 Liberty Street, 5th Floor, New York, NY 10005

**BY FAX:** (646) 826-6601

**BY EMAIL:** [USClaims@ironshore.com](mailto:USClaims@ironshore.com)

**CC Alliant Insurance:** [Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com) and your Alliant Representative

**Today's Date:** \_\_\_\_\_

**Notice of: (check all that apply)**

- ☐ Pollution Incident ☐ Potential Claim ☐ Other \_\_\_\_\_
- ☐ Third-Party Claim ☐ Litigation Initiated

**Insured's Name & Contact Information**

**Company Name:** \_\_\_\_\_ **Point of Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Broker/Agent's Name & Contact Information**

**Company Name:** Alliant Insurance Services - Claims **Point of Contact:** Akbar Sharif

**Address:** 1301 Dove St. Ste. 200 Newport Beach, CA 92660

**Phone #:** 1-949-260-5088

**Policy Information**

**Policy Number:** \_\_\_\_\_ **Policy Period:** \_\_\_\_\_

**Limits of Liability:** \_\_\_\_\_ **per** \_\_\_\_\_ **agg Self-Insured Retention/Deductible** \_\_\_\_\_

**Loss Information**

**Date of Incident/Claim:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Claimant Name/Address:** \_\_\_\_\_

**Description of Loss:** \_\_\_\_\_

**Please list all attached or enclosed documentation:** ☐ (check if none provided) \_\_\_\_\_

**Name of Person Completing This Form:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**ALLIANT INSURANCE SERVICES, INC.  
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

**POLLUTION LIABILITY COVERAGE SUMMARY**

**TYPE OF INSURANCE:**    ☒ Insurance   ☐ Reinsurance

**TYPE OF COVERAGE:**    Claims Made and Reported Pollution Liability

**PROGRAM:**                **APIP Cyber and Pollution Programs, Inc.**

**NAMED INSURED:**        Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

**POLICY #:**                 ISPILLSCAZ0U001

**RETROACTIVE DATE:**     This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later. Also, the following retroactive dates apply for all members:

- July 1, 2021 for Products Pollution and Exposure Liability;
- July 1, 2021 for Contractor's Pollution
- July 1, 2021 for Mold Matter

**COMPANY:**                Ironshore Specialty Insurance Company

**A.M. BEST  
INSURANCE RATING:**     A, Excellent, Financial Category XV  
(\$2 Billion or greater)  
Effective June 26, 2020

**STANDARD & POORS  
RATING:**                  A (Strong) as of November 25, 2020

**ADMITTED STATUS:**       Non-Admitted in all states.

**COVERED PROPERTY:**    Per the following SOVs submitted and on file with carrier:

|                         |                                                             |
|-------------------------|-------------------------------------------------------------|
| 1. PEPIC DEC 1 – SOVs   | 12. PEPIC DEC 26 – SOVs                                     |
| 2. PEPIC DEC 2 – SOVs   | 13. PEPIC DEC 27 – SOVs                                     |
| 3. PEPIC DEC 3 – SOVs   | 14. PEPIC DEC 28 – SOVs                                     |
| 4. PEPIC DEC 4 – SOVs   | 15. PEPIC DEC 29 – SOVs                                     |
| 5. PEPIC DEC 5 – SOVs   | 16. PEPIC DEC 30 – SOVs                                     |
| 6. PEPIC DEC 11 – SOVs  | 17. PEPIC DEC 32 – SOVs (Excludes SPIP, except as endorsed) |
| 7. PEPIC DEC 12 – SOVs  | 18. PEPIC DEC 33 – SOVs                                     |
| 8. PEPIC DEC 14 – SOVs  | 19. PEPIC DEC 34 – SOVs                                     |
| 9. PEPIC DEC 19 – SOVs  | 20. PEPIC DEC 35 – SOVs                                     |
| 10. PEPIC DEC 23 – SOVs | 21. PEPIC DEC 97 – SOVs – Excluding HARPP members           |
| 11. PEPIC DEC 24 – SOVs |                                                             |

Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

#### COVERAGES & LIMITS:

|                     |                                    |
|---------------------|------------------------------------|
| <b>\$25,000,000</b> | <b>Policy Program Aggregate</b>    |
| <b>\$ 2,000,000</b> | <b>Per Pollution Incident</b>      |
| <b>\$ 2,000,000</b> | <b>Per Named Insured Aggregate</b> |
| <b>\$ 2,000,000</b> | <b>Per JPA/Pool Aggregate</b>      |

#### SUB-LIMITS:

|              |                                                                                                      |
|--------------|------------------------------------------------------------------------------------------------------|
| \$ 100,000   | Disinfection Event Expenses Per Pollution Incident*                                                  |
| \$ 100,000   | Disinfection Event Expenses Coverage Aggregate*                                                      |
| \$ 250,000   | Image Restoration Expenses Per Pollution Incident*                                                   |
| \$ 250,000   | Image Restoration Expenses Coverage Aggregate*                                                       |
| \$ 500,000   | Mold Matter Aggregate Sublimit (K-12 Schools Only, per Insured)*                                     |
| \$ 1,000,000 | Restoration Costs Aggregate (Mold Matter Only)*                                                      |
| \$ 1,000,000 | Legionella Per Pollution Incident*                                                                   |
| \$ 2,000,000 | Sewer Backup or Overcharge Per Pollution Incident*                                                   |
| \$ 250,000   | Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines*     |
| \$ 2,000,000 | Products Pollution and Exposure Liability Per Pollution Incident*                                    |
| \$ 5,000,000 | Products Pollution and Exposure Liability Aggregate*                                                 |
| \$ 1,000,000 | Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only* |
| \$ 2,000,000 | Contractor's Pollution Per Pollution Incident - All other Operations*                                |
| \$ 5,000,000 | Contractors Pollution Aggregate*                                                                     |

\*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

#### EXTENDED REPORTING PERIOD:

##### Automatic Extended Reporting Period

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

#### SPECIFIC COVERAGE PROVISIONS:

##### Coverage A.1 – Onsite Pollution:

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.

##### Coverage A.2 – OffSite Pollution:

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.

**SPECIFIC COVERAGE  
PROVISIONS –  
CONTINUED:**

**Coverage B – Emergency Response Expenses**

To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

**Coverage C.1 – Third Party Claims - Onsite Pollution**

Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

**Coverage C.2 – Third Party Claims -Offsite Pollution**

Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is beyond the boundaries of the Covered Property.

**Coverage D – Transportation**

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.

**Coverage E – Waste Disposal Activities:**

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

**Coverage F – Business Interruption:**

To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions.

This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after 7/1/2021.

**SPECIFIC COVERAGE  
PROVISIONS –  
CONTINUED:**

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2021.

Coverage for Image Restoration Expenses included, including fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the named insured at the direction of such a firm. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media with the prior written consent of the Insurer.

Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.

Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.0006832 per \$100 of Total Insurable Values, pro-rated with a minimum premium of \$425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.

Illicit Abandonment is included in the definition of pollution condition.

Mold matter is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

**Other Insurance Condition**

Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance.

Blanket Underground Storage Tank coverage included, with a deductible of \$750,000 for tanks less than 25 years old and \$1,000,000 for tanks more than 25 years old.

**Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

**SPECIFIC COVERAGE  
PROVISIONS –  
CONTINUED:**

Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.

The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.

Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:

1. Any location with current or historic use as an airport;
2. MAPLE (SOUTH) - 519 ENTRANCE OFF POMONA CORONA CA 92880
3. 1018 COTTONWOOD CORONA CA 92879
4. 1200 TENTH ST. (WEST) CORONA CA 92882
5. 102 LINCOLN (NORTH) CORONA CA 92882
6. 1052 QUARRY CORONA CA 92879
7. 34 CRESTRIDGE CORONA CA 92880
8. 219 GRAND (WEST) CORONA CA 92882
9. 25225 MAITRI RD. CORONA CA 92883
10. 24650 GLEN IVY RD. CORONA CA 92883
11. 405 SIERRA VISTA AVE. CORONA CA 92882
12. 315 MERILL ST (SOUTH) CORONA CA 92882
13. 310 VICENTIA (SOUTH) CORONA CA 92882
14. 710 CORPORATION YARD WAY CORONA CA 92880
15. 2581 MANGULAR CORONA CA 92882
16. 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882
17. 240 BUENA VISTA AVE. CORONA CA 92882
18. 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882
19. 9865 GLEN IVY RD. CORONA CA 92883
20. 917 CIRCLE CITY DR. CORONA CA 92879
21. 219 JOY (SOUTH) CORONA CA 92879
22. 505 VICENTIA (SOUTH) CORONA CA 92882
23. 1865 POMONA RD CORONA CA 92880

**EXCLUSIONS (including but not limited to):**

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint – Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to Third-Party Claims, or to Remediation Expenses for the remediation of soil, surface water or groundwater, or for the remediation of asbestos, asbestos containing materials or lead based paint which has been inadvertently displaced by an accident which occurs, in its entirety, during the policy period. Lead in water is excluded.
- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Employer Liability - This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Material Change In Use - This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.
- Non-Disclosure
- Prior Claims
- Nuclear and Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Airports, Landfills and/or Recycling Facilities, Oil and/or Gas Producing or Refining Facilities
- Firing Ranges
- Activity Use Limitation
- Landfill Closure, Post-Closure and Reclamation Costs
- Odor
- Impoundments
- Discharge Control
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Upgrades
- Groundwater and Surface Water Monitoring Costs
- Known Pollution Incidents (known prior to July 1, 2021)
- COVID-19
- Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges, or removal, replacement, repair or upgrade of an underground storage tank.
- Voluntary Site Investigation (any pollutant discovered during voluntary investigation is excluded at any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only)
- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)

**EXCLUSIONS -  
CONTINUED:  
(Including but not limited  
to):**

- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution and Covered Operations only)
- Business Interruption (Covered Operations Only)
- Damage to Your Product (Product Pollution Only)
- Damage to Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Products Pollution (Covered Operations Only)
- Waste Products, Treatment or Disposal (Covered Operations Only)
- Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.

**DEDUCTIBLE:**

- \$250,000 Each Pollution Incident After July 1, 2021
- \$500,000 Each Pollution Incident Prior to July 1, 2021
- \$500,000 Sewage Backup and Overcharge

Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.

**SPECIFIC  
DEDUCTIBLES:**

- \$250,000 Disinfection Event Expenses
- \$250,000 Products Pollution and Exposure Liability
- \$250,000 Covered Operations
- \$250,000\* Mold Matter (\*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space)
- \$250,000 Legionella
- \$500,000 Sewer Backup or Overcharge deductible
- \$750,000 Underground Storage Tanks (less than 25 years old)
- \$1,000,000 Underground Storage Tanks (more than 25 years old)
- 5 Days Business Interruption Waiting Period

## CLAIMS REPORTING NOTICE

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

#### LOSS REPORTING REQUIREMENTS:

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

- 1) Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005 Office  
By phone via: 24 Hour Claims Phone Number (888) 292-0249  
FAX to: 646-826-6601  
Email: [USClaims@ironshore.com](mailto:USClaims@ironshore.com)
- 2) Akbar Sharif  
Alliant Insurance Services, Inc.  
1301 Dove Street, Suite 200  
Newport Beach, CA 92660  
949 260-5088  
949 756-2713 – fax  
[Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

#### NOTICE OF CANCELLATION:

90 days except 10 days for non-payment of premium

#### REINSTATEMENT PROVISIONS:

Not Provided.

#### POLLUTION LIABILITY COST:

Cost is included in Total Property Premium  
100% Earned Premium at Inception

#### BROKER:

**ALLIANT INSURANCE SERVICES, INC.**  
**License No. 0C36861**

**ALLIANT INSURANCE SERVICES, INC.  
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

**BOILER AND MACHINERY SUMMARY**

|                                  |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|----------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>NAMED INSURED:</b>            | Public Entity Risk Management Authority |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>DECLARATION:</b>              | 11-JPA/Pools 1                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>POLICY PERIOD:</b>            | July 1, 2021 to July 1, 2022            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>REFERENCE NUMBER:</b>         | APIP2021 (Dec 11)                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>COMPANIES:</b>                | See Attached List of Companies          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>TOTAL INSURED VALUES:</b>     | \$ 1,550,682,917 as of July 1, 2021     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>COVERAGES &amp; LIMITS:</b>   | \$ 100,000,000                          | Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits: |  |
|                                  | Included                                | Jurisdictional and Inspections.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                  | \$ 10,000,000                           | Per Occurrence for Service/Utility/Off Premises Power Interruption.                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|                                  | Included                                | Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                  | \$ 10,000,000                           | Per Occurrence for Electronic Data Processing Media and Data Restoration.                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|                                  | \$ 2,000,000                            | Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.                                                                                                                                                                                                                                                                                                                              |  |
|                                  | \$ 10,000,000                           | Per Occurrence for Hazardous Substances / Pollutants / Decontamination.                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                  | Included                                | Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.                                                                                                                                                                                                                                                                                                                                                                 |  |
| <b>NEWLY ACQUIRED LOCATIONS:</b> | \$ 25,000,000                           | Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than 25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding                                                                                                                                                                                                                                                                |  |

**VALUATION:** Repair or Replacement except Actual Loss sustained for all Time Element coverages

**EXCLUSIONS**

**(Including but not limited to):**

- Testing
- Explosion, except for steam or centrifugal explosion
- Explosion of gas or unconsumed fuel from furnace of the boiler

**OBJECTS EXCLUDED:**

**(Including but not limited to):**

- Insulating or refractory material
- Buried Vessels or Piping

**NOTICE OF**

**CANCELLATION:**

90 days except 10 days for non-payment of premium

**DEDUCTIBLES:**

\$ 10,000 Except as shown for Specific Objects or Perils.

\$ 10,000 Electronic Data Processing Media.

\$ 10,000 Consequential Damage.

\$ 10,000 Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.

\$ 50,000 Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.

\$ 100,000 Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.

\$ 250,000 Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.

\$ 350,000 Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.

10 per foot / \$2,500 Minimum Deep Water Wells.

24 Hours Business Interruption/Extra Expense Except as noted below.

30 Days Business Interruption - Revenue Bond.

24 Hour Waiting Period Utility Interruption.

5 x 100% of Daily Value Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.

5 x 100% of Daily Value Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

**BROKER:**

**ALLIANT INSURANCE SERVICES, INC.**  
**License No. 0C36861**

Seth Cole  
Senior Vice President

Matt McManus  
First Vice President

Kevin J. Bibler  
Senior Vice President

Banesa Laird  
Assistant Vice President

Eve M Wildhagen  
Account Manager - Lead

***Coverage outlined in this Summary is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.***

**PEPIP TERRORISM INSURANCE PROGRAM (PTIP)**  
**DECLARATION PAGE**

**ATTACHING TO AND FORMING PART OF POLICY NO.: PJ2133870, PJ2131689 & PJ2100033**

Issued by **International Underwriters** and subject to the Policy Wording, being the **PEPIP U.S.A. Form No.17**, which is taken and read as forming an integral part of this insurance.

---

**Policy Number:** PJ2133870, PJ2131689 & PJ2100033 - 0702      **Declaration:** 11-JPA/Pools 1

---

**Item:**

- |    |                                              |                                                                 |
|----|----------------------------------------------|-----------------------------------------------------------------|
| 1. | <b>Named Reinsured:</b>                      | <b>Not Applicable</b>                                           |
| 2. | <b>Named Insured:</b>                        | <b>Public Entity Risk Management Authority</b>                  |
| 3. | <b>Mailing Address of<br/>Named Insured:</b> | <b>36-951 Cook St, Ste 101<br/>Palm Desert<br/>CA<br/>92211</b> |
- 

- |    |                       |                                                                                                                                   |
|----|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 4. | <b>Policy Period:</b> | <b>From:</b> 1 <sup>st</sup> July 2021<br><b>To:</b> 1 <sup>st</sup> July 2022<br><br>Both days at 12.01 a.m. Local Standard Time |
|----|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------|

- |    |                             |                                                                                                                                                                                                                                                                                                                                                                |
|----|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | <b>Limits of Liability:</b> | <p><b>Section A: Master Policy Number PJ2133870</b><br/> USD100,000,000 (for 100%) Per Named Insured but in no event shall underwriters be liable for more than USD100,000,000 (for 100%) Per Occurrence subject to USD200,000,000 (for 100%) in the Annual Aggregate which is shared by all Named Insured's and as set forth in the PEPIP USA Form No.17.</p> |
|----|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Section B: Master Policy Number PJ2131689**  
USD300,000,000 (for 100%) Per Named Insured but in no event shall underwriters be liable for more than USD800,000,000 (for 100%) Per Occurrence, subject to USD800,000,000 (for 100%) in the Annual Aggregate which is shared by all Named Insured's and as set forth in the PEPIP USA Form No.17 and which in turn excess **Section A** above.

**Section C: Master Policy Number PJ2100033**  
USD300,000,000 (for 100%) Per Named Insured but in no event shall underwriters be liable for more than USD300,000,000 (for 100%) Per Occurrence, subject to USD600,000,000 (for 100%) in the Annual Aggregate which is shared by all Named Insured's and as set forth in the PEPIP USA Form No.17 which in turn excess of **Section A & Section B** above.

- |    |                                 |                                                                                                                                                                       |
|----|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. | <b>Sub-Limits of Liability:</b> | As declared in the monthly Bordereaux agreed by, and lodged with, Underwriters hereon, and as more fully defined in the Declaration Page of the PEPIP USA Form No.17. |
|----|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- |    |                       |                                       |
|----|-----------------------|---------------------------------------|
| 7. | <b>Deductible(s):</b> | USD100,000 (for 100%) Per Occurrence. |
|----|-----------------------|---------------------------------------|

Notwithstanding the above, in the event that **Section A** is exhausted then **Sections B & C** will attach excess of USD500,000 Per

8. **Premium:** USD 14,495 (for 100%) for the period
9. **Dated in London:** 15<sup>th</sup> October 2021

All other Terms, Clauses and Conditions Remain Unaltered

## Security

Section A: Master Policy Number: PJ2133870

| <u>Signed Participation</u> | <u>Company/Syndicate</u>                             |
|-----------------------------|------------------------------------------------------|
| 10.000%                     | Lloyd's Syndicate ASC 1414                           |
| 15.000%                     | Lloyd's Syndicate BRT 2987                           |
| 10.000%                     | Lloyd's Syndicate XLC 2003                           |
| 12.500%                     | Lloyd's Syndicate LRE 3010                           |
| 10.000%                     | Lloyd's Syndicate AMA 1200                           |
| 10.000%                     | Lloyd's Syndicate CIN 0318                           |
| 10.000%                     | Lloyd's Syndicate HIS 0033                           |
| 10.000%                     | Convex Insurance UK Limited                          |
| 12.500%                     | ReThink Underwriting Limited<br>which is made up of: |
| 17.439%                     | Lloyd's Syndicate CNP 4444                           |
| 24.255%                     | Markel International Insurance Company Limited       |
| 10.541%                     | Lloyd's Syndicate ARG 2121                           |
| 14.000%                     | Lloyd's Syndicate TRV 5000                           |
| 12.265%                     | Lloyd's Syndicate AUL 1274                           |
| 12.500%                     | Lloyd's Syndicate BRT 2987 (84%) 2988 (16%)          |
| 9.000%                      | Lloyd's Syndicate KII 1618                           |

Signed To Order:

100%

Lead underwriter Lloyd's Syndicate ASC 1414  
(signing on behalf of following underwriters)

**Section A: Master Policy Number PJ2131689**

| <u>Signed Participation</u> | <u>Company/Syndicate</u>                          |
|-----------------------------|---------------------------------------------------|
| 8.1250%                     | Lloyd's Syndicate ASC 1414                        |
| 22.5000%                    | Fidelis Underwriting Limited                      |
| 7.1250%                     | Lloyd's Syndicate XLC 2003                        |
| 2.5000%                     | Lloyd's Syndicate IGO 1301                        |
| 3.4235%                     | Lloyd's Syndicate AFB 2623                        |
| 0.7515%                     | Lloyd's Syndicate AFB 0623                        |
| 9.7500%                     | Lloyd's Syndicate TAL 1183                        |
| 3.1250%                     | Lloyd's Syndicate AUW 0609                        |
| 18.750%                     | Lancashire Insurance Company (UK) Limited         |
| 6.2500%                     | Endurance Worldwide Insurance Limited             |
| 4.5000%                     | Lloyd's Syndicate COF 1036                        |
| 4.0000%                     | Lloyd's Syndicate AMA 1200                        |
| 3.7500%                     | Lloyd's Syndicate NOA 3902                        |
| 1.8750%                     | Lloyd's Syndicate CIN 0318                        |
| 3.5750%                     | ReThink Underwriting Limited which is made up of: |
| 17.439%                     | Lloyd's Syndicate CNP 4444                        |
| 24.255%                     | Markel International Insurance Company Limited    |
| 10.541%                     | Lloyd's Syndicate ARG 2121                        |
| 12.265%                     | Lloyd's Syndicate AUL 1274                        |
| 14.000%                     | Lloyd's Syndicate TRV 5000                        |
| 12.500%                     | Lloyd's Syndicate BRT 2987 (84%) 2988 (16%)       |
| 9.000%                      | Lloyd's Syndicate KII 1618                        |

Signed To Order:  
100%

  
(ASC 1414)  
Lloyd's Syndicate ASC 1414  
(signing on behalf of following underwriters)

**Section B: Master Policy Number PJ2100033**

| <u>Signed Participation</u> | <u>Company/Syndicate</u>                  |
|-----------------------------|-------------------------------------------|
| 11.3406%                    | Lloyd's Syndicate AFB 2623                |
| 2.4924%                     | Lloyd's Syndicate AFB 0623                |
| 20.0000%                    | Convex Insurance UK Limited               |
| 13.6089%                    | Lloyd's Syndicate CNP 4444                |
| 6.3978%                     | Lloyd's Syndicate TAL 1183                |
| 7.2047%                     | Lloyd's Syndicate COF 1036                |
| 22.9448%                    | Fidelis Underwriting Limited              |
| 16.0108%                    | Lancashire Insurance Company (UK) Limited |

Signed To Order:  
100%

 26/10/2021

(AFB 2623/0623)  
Lead underwriter Lloyd's Syndicate AFB 2623/0623  
(signing on behalf of following underwriters)

# Convex Cyber Attack Endorsement

## CONX-CM-202-0521

This Endorsement attaches to and forms part of follow form policy PJ2133870 (the **Policy**).

In the event of any inconsistency between this Endorsement and the Policy, this Endorsement prevails but only to the extent of the inconsistency.

### 1. Cyber Attack Insuring Clause

Subject to the terms, conditions and exclusions in this Endorsement, plus all the terms, conditions and exclusions of the Policy (unless stated otherwise below), this Endorsement will indemnify the Insured for:

- a) **Repair Costs** from direct **Physical Damage to Tangible Property** occurring during the Policy period, solely and directly caused by a **Cyber Attack**, and
- b) Business interruption or time element loss (if insured under the Policy) sustained by the Insured, solely and directly caused by **Physical Damage to Tangible Property** to which paragraph (a) above applies, and
- c) **Reproduction Costs** to recover **Data** stored or processed in **Tangible Property** which has sustained direct **Physical Damage** insured under paragraph (a) above.

This Endorsement does not cover any payment or other financial or economic loss caused by or in respect of extortion, ransom, theft and/or any other similar financial demand or crime, whether successful or not, or the threat, hoax or any attempt thereat. For the avoidance of doubt, cover under this Endorsement will not be affected by a failure on the part of the Insured to pay a ransom, extortion payment or other financial demand.

Nothing in this Endorsement is intended to exclude recovery for losses (which would otherwise be insured under the Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### 2. Limit of Liability

The overall limit of liability under this Endorsement will not exceed the limit stated in the Policy, any one **Cyber Occurrence** and in the aggregate for the Policy period, unless stated otherwise in the Schedule. However

- a) **Reproduction Costs** will be sub-limited as stated in the Schedule (but if no sub-limit is stated in the Schedule **Reproduction Costs** will be sub-limited at USD XXXX), and
- b) Any indemnity payable in respect of **Tangible Property** not scheduled to the Policy will be sub-limited to as stated in the Schedule (but if no sub-limit is stated in the Schedule any such indemnity will be sub-limited at USD XXXX), and not exceeding more than 20% of the total sum insured,

in each case, any one **Cyber Occurrence** and in the aggregate for the Policy period, and will be included within, and not in addition to, the limit of liability for that **Cyber Occurrence**. Each of the sub-limits at (a) and (b) above will apply as part of, and not in addition to, the overall limit of liability for that **Cyber Occurrence**.

If the Schedule specifies an overall sub-limit applicable to this Endorsement, that sub-limit will apply as part of, and not in addition to, the overall Policy limit.

The same deductible or waiting period as stated in the Policy for any one Occurrence will apply to any one **Cyber Occurrence**, unless stated otherwise in the Schedule.

### 3. Definitions

The following definitions apply to this Endorsement:

**Act of Terrorism** is as defined in the Policy.

**Act of Sabotage** is as defined in the Policy.

**Computer Network** means a group of **Computer Systems** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange **Data**.

**Computer System** means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

**Cyber Attack** means:

- a) The unauthorised use of, operation of, or access to, a **Computer System** owned or operated by, or on behalf of, the Insured;
- b) in order to perpetrate an **Act of Terrorism** and/or **Act of Sabotage** and/or **Malicious Act**, which may (but need not) involve the transmission of malicious code or computer virus within, or hacking of, that **Computer System**; which is
- c) directly targeted at or towards the **Insured**; and
- d) is not directly or indirectly caused by an attack on or towards any third party.

**Cyber Incident** means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Cyber Occurrence** means each and every loss or series of losses arising out of and directly caused by one **Cyber Attack**, irrespective of the number of insured locations involved. However, the duration and extent of any one **Cyber Occurrence** shall be limited to all direct **Physical Damage to Tangible Property** which occurs within a period of 72 consecutive hours arising out of one **Cyber Attack**. If such direct **Physical Damage** occurs over a period of greater duration than 72 consecutive hours, the Insured may choose the date and time when the 72 consecutive hour period commences, provided that no 72 hour period commences before the start of this Policy, and no 72 hour period may extend beyond the expiry of the Policy unless the first direct **Physical Damage** insured hereunder is sustained prior to expiry and within the aforesaid period of 72 hours. In all cases, a single **Cyber Attack** can only be deemed to be one **Cyber Occurrence**.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Malicious Act** means an unauthorised and malicious act or a series of related unauthorised and malicious acts, deliberately carried out to inflict harm or mischief, directly targeted at the Insured. For the avoidance of doubt, Malicious Act as defined in this Endorsement is paramount and any definition of malicious damage or malicious act in the Policy will not apply to, or in any way affect the cover under, this Endorsement.

**Physical Damage** means the direct destruction of or permanent physical alteration of **Tangible Property**. However, **Physical Damage** shall not include any:

- a) intangible or incorporeal loss where the Insured suffers detrimental economic impact unaccompanied by distinct, demonstrable, physical alteration of **Tangible Property**;
- b) non-permanent distinct, demonstrable, physical alteration of or change in state or condition of **Tangible Property**;
- c) impairment or loss of use of **Tangible Property**, including any blockage, stoppage, loss or impairment of its functionality, usefulness and/or fitness for purpose, if such **Tangible Property** does not sustain destruction or a permanent physical alteration in condition;
- d) wear and tear, corrosion, and/or contamination;
- e) inability to occupy or access or use **Tangible Property** or any site on which **Tangible Property** is located.

**Repair Costs** means costs incurred and paid for by the **Insured** to repair or replace **Tangible Property** that sustained **Physical Damage** from a **Cyber Attack** to which Section 1(a) above applies.

**Reproduction Costs** means the reasonable costs to recreate, gather and assemble **Data** from back-ups, originals or other sources to the condition that existed immediately prior to the **Cyber Attack**, provided that the **Tangible Property** is itself repaired, replaced or restored. **Reproduction Costs** do not include:

- a) costs incurred from the point in time when it is established that **Data** cannot be recreated, gathered or assembled from back-ups, originals or other sources;
- b) the economic value of **Data**, including any trade secrets; and/or
- c) costs to develop or research, or gather or assemble information, in order to recreate **Data**.

**Schedule** means the schedule, declarations, or risk details, as the case may be, attaching to and forming part of the Policy.

**Systemic Loss** means a **Cyber Attack** causing **Physical Damage** to **Tangible Property** which would otherwise be insured under this Endorsement, but which also causes physical damage to third party property in the same **Cyber Attack**. However, property located at, or within 1km of, the same insured location where and at the same time when the **Physical Damage** to **Tangible Property** occurs, is not third party property for the purpose of this definition only.

**Systems Failure** means the prevention or interruption of access to, loss of ability to use or operate, or reduction in functionality of any **Data** or **Computer System** (or part thereof) or **Computer Network** (or part thereof) owned or operated by the Insured, or any other party on behalf of the Insured for the purpose of the Insured's business, caused by a **Cyber Attack**.

**Systems Shutdown** means the reasonable and necessary unscheduled shutdown by the Insured of a **Computer System** (or part thereof) or **Computer Network** (or part thereof) owned or operated by the Insured, or any other party on behalf of the Insured for the purpose of the Insured's business, in order to prevent, suppress, contain or control a **Cyber Attack**.

**Tangible Property** means property owned or operated by the **Insured**, which has physical form and characteristics and is insured under the Policy. **Tangible Property** shall not include the Insured's product (unless and only to the extent that such product is insured under the Policy), any form of digital money, digital currency, digital securities, or digital negotiable instrument, **Data**, software, applications, code, or any other incorporeal or intangible property of any form or kind.

#### 4. Cyber Attack Exclusions

This Endorsement is subject to all the other exclusions in the Policy (unless stated otherwise). In addition, the following further exclusions apply.

This Endorsement excludes any loss, damage, liability, cost or expense directly or indirectly arising out of or caused by or contributed to by:

- a) Loss, damage, destruction, distortion, erasure, corruption, alteration, loss of use, inability to access, reduction in functionality, repair, replacement, reconstitution or reproduction of any software, programmes or **Data**, including but not limited to any amount pertaining to the value of such **Data**. This exclusion does not apply to **Reproduction Costs** to the extent that clause 1(c) of this Endorsement applies.
- b) **Systems Failure**, unless and only to the extent that a **Systems Failure** solely and directly causes direct **Physical Damage** and loss otherwise recoverable under clause 1 of this Endorsement.
- c) Loss of value or functionality, depreciation, or reduction in lifespan.
- d) Any measures to prevent, suppress, contain or control a **Cyber Attack** or any measures to prevent, suppress, contain or control any other unauthorised use of, operation of, or access to, any **Computer System**, unless and only to the extent that a **Systems Shutdown** solely and directly causes direct **Physical Damage** and loss otherwise recoverable under clause 1 of this Endorsement.
- e) **Cyber Incident**. However, this exclusion is not intended to exclude recovery if and only to the extent that a **Systems Shutdown** solely and directly causes direct **Physical Damage** and loss otherwise recoverable under clause 1 of this Endorsement.

- f) **Systemic Loss**, including but not limited to any self-propagating or self-spreading virus that spreads across **Computer Systems** or **Computer Networks** (or part(s) thereof) including any **Computer System** or **Computer Network** (or part thereof) owned or operated by an insured or by any third party on behalf of the Insured.

However, this exclusion does not apply if and only to the extent that a **Cyber Attack** first causes **Physical Damage** to **Tangible Property** before any other physical damage to third party property in the same **Cyber Attack**.

- g) Factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
- h) Any act or attempted act by or on behalf of any state, government or other sovereign entity, whether targeted at the Insured or otherwise, irrespective of any other provision, endorsement or extension of the Policy.
- i) Threat or hoax or any unsuccessful **Cyber Attack**, irrespective of any other provision, endorsement or extension of the Policy.
- j) Any unauthorised use of, operation of, or access to, a **Computer System** owned or operated by the Insured, or any other party on behalf of the Insured for the purpose of the Insured's business, of which the Insured is aware or ought to be aware at inception.

## 5. Additional Conditions

The following additional conditions and conditions precedent apply, plus all the general conditions in the Policy:

- a) It is a condition precedent to any liability under this Endorsement that the Insured must notify the Insurer in writing as soon as reasonably practical following the first **Physical Damage** sustained in any **Cyber Attack**.
- b) The Insurer will have no liability under this Endorsement unless and until there is direct **Physical Damage** insured in clause 1(a) above.
- c) It is a condition of cover under this Endorsement that throughout the Policy period:
  - i. Any protection provided for the safety and security of any **Computer System** owned or operated by the Insured in connection with **Tangible Property** must be maintained in good order, kept fully updated and must be in use at all times.
  - ii. The Insured must take all reasonable measures to make back-up copies of **Data** and must keep such copies away from the location where any **Tangible Property** containing the original **Data** is located.
- d) The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence, reasonable care, and do (and concur in doing and permit to be done) everything reasonably practicable and lawful to avoid, mitigate, or diminish any loss insured under this Endorsement and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

All other terms and conditions of the Policy remain unaltered.



**Convex Insurance UK**

52 Lime Street, London EC3M 7AF

**Convex Re Limited**

Point House, 6 Front Street,  
Hamilton HM 11, Bermuda

[convexin.com](http://convexin.com)

Convex Group is the trading name of Convex Group Limited, a company incorporated in Bermuda, and the ultimate parent company of the Convex Group of companies, as follows: Convex Re Limited, a company incorporated in Bermuda, which is a wholly-owned subsidiary of Convex Group Limited and licensed and supervised by the Bermuda Monetary Authority; Convex Insurance UK Limited, a company incorporated in England & Wales, which is a wholly-owned subsidiary of Convex Re Limited and authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority and the PRA; and Convex UK Services Limited, a company incorporated in England & Wales, which is a wholly-owned subsidiary of Convex Group Limited.

The content of this presentation is the property of Convex Group and is strictly confidential.

## Declaration # 11- JPA-Pools 1

ALLIANT INSURANCE SERVICES, INC.  
**Declaration # 11- JPA-Pools 1 (100M Carriers)**  
**ALLIANT PROPERTY INSURANCE PROGRAM**  
Effective July 1, 2021 to July 1, 2022  
**SCHEDULE OF CARRIERS**  
**Declaration # 11- JPA-Pools 1**

| Participation %                                                                                                                         | Participation \$ | Company                                                                                                                                                                                                                                                                                                                             | Policy #                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>Earthquake, Flood, B&amp;M, Terrorism, Cyber, &amp; Pollution limits listed below apply to Named Insureds who purchase coverage.</b> |                  |                                                                                                                                                                                                                                                                                                                                     |                                                        |
| <b>Percentages are approximate and participation will not exceed the All Risk Limit purchased by Named Insured.</b>                     |                  |                                                                                                                                                                                                                                                                                                                                     |                                                        |
|                                                                                                                                         | \$ 10,000,000    | (for 23%) Per occurrence, per Declarations. All Risk including Earthquake Shock, Flood and B&M , excluding Terrorism. Subject to an annual aggregate over all Declarations as held on file with Alliant Insurance Services, Inc.                                                                                                    |                                                        |
| 23.0000%                                                                                                                                | \$ 2,300,000     | Lexington Insurance Company                                                                                                                                                                                                                                                                                                         | 017471589/08 (Insurance)<br>017471590/08 (Reinsurance) |
| 23.0000%                                                                                                                                | \$ 2,300,000     |                                                                                                                                                                                                                                                                                                                                     |                                                        |
|                                                                                                                                         | \$ 25,000,000    | (for 52%)Per occurrence, per Declarations. All Risk including Earthquake Shock, Flood and B&M, excluding Terrorism. Subject to an annual aggregate over all Declarations as held on file with Alliant Insurance Services, Inc.                                                                                                      |                                                        |
| 52.0000%                                                                                                                                | \$ 13,000,000    | Lexington Insurance Company                                                                                                                                                                                                                                                                                                         | 38412468/02 (Insurance)<br>38412469/02 (Reinsurance)   |
| 52.0000%                                                                                                                                | \$ 13,000,000    |                                                                                                                                                                                                                                                                                                                                     |                                                        |
|                                                                                                                                         | \$ 25,000,000    | (25%) Per occurrence, per Declarations. All Risk including Earthquake Shock, Flood and B&M, excluding Terrorism. Subject to an annual aggregate over all Declarations as held on file with Alliant Insurance Services, Inc.                                                                                                         |                                                        |
| 25.0000%                                                                                                                                | \$ 6,250,000     | Lexington Insurance Company                                                                                                                                                                                                                                                                                                         | 38412453/02 (Insurance)<br>38412454/02 (Reinsurance)   |
| 25.0000%                                                                                                                                | \$ 6,250,000     |                                                                                                                                                                                                                                                                                                                                     |                                                        |
|                                                                                                                                         | \$ 20,000,000    | The difference between \$20,000,000 per occurrence, per Declaration and \$10,000,000 per occurrence, all Named Insureds and Declarations Combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services, Inc. All Risk, including Earthquake Shock, Flood and B&M, excluding Terrorism         |                                                        |
| 23.0000%                                                                                                                                | \$ 4,600,000     | Lloyd's Syndicate: TMK 0510/1880, CIN 0318, Fidelis Undewriting Ltd.                                                                                                                                                                                                                                                                | PJ2100160                                              |
| 23.0000%                                                                                                                                | \$ 4,600,000     |                                                                                                                                                                                                                                                                                                                                     |                                                        |
|                                                                                                                                         | \$ 25,000,000    | Per occurrence, per Declaration. Subject to an annual aggregate over all Declarations as held on file with Alliant Insurance Services, Inc. All Risk Including Earthquake Shock, Flood and B&M, excluding Terrorism.                                                                                                                |                                                        |
| 23.5000%                                                                                                                                | \$ 5,875,000     | Fidelis Underwriting Limited                                                                                                                                                                                                                                                                                                        | PJ213647                                               |
| 10.0000%                                                                                                                                | \$ 2,500,000     | Houston Specialty Insurance Company                                                                                                                                                                                                                                                                                                 | PJ213647                                               |
| 7.5000%                                                                                                                                 | \$ 1,875,000     | Convex Insurance UK Limited                                                                                                                                                                                                                                                                                                         | PJ213647                                               |
| 11.0000%                                                                                                                                | \$ 2,750,000     | Berkshire Hathaway Specialty Insurance - National Fire & Marine Insurance Company                                                                                                                                                                                                                                                   | 42-PRP-316011-01                                       |
| 52.0000%                                                                                                                                | \$ 13,000,000    |                                                                                                                                                                                                                                                                                                                                     |                                                        |
|                                                                                                                                         | \$ 50,000,000    | To pay the difference between \$50,000,000 (for 25%) per occurrence, per Declaration and \$25,000,000 (for 25%) per occurrence, per Declaration subject to an annual aggregate over all Declarations as held on file with Alliant Insurance Services, Inc. All Risk Including Earthquake Shock, Flood and B&M, excluding Terrorism. |                                                        |
| 25.0000%                                                                                                                                | \$ 12,500,000    | Lexington Insurance Company                                                                                                                                                                                                                                                                                                         | 011660431/09 (Insurance)<br>011660483/09 (Reinsurance) |
| 25.0000%                                                                                                                                | \$ 12,500,000    |                                                                                                                                                                                                                                                                                                                                     |                                                        |
|                                                                                                                                         | \$ 5,000,000     | Excess \$20,000,000. All Risk Including Earthquake Shock, Flood and B&M, excluding Terrorism.                                                                                                                                                                                                                                       |                                                        |
| 23.0000%                                                                                                                                | \$ 1,150,000     | Endurance Worldwide Insurance Ltd. as SOMPO International                                                                                                                                                                                                                                                                           | PJ213296                                               |
| 23.0000%                                                                                                                                | \$ 1,150,000     |                                                                                                                                                                                                                                                                                                                                     |                                                        |

**Declaration # 11- JPA-Pools 1**

**ALLIANT INSURANCE SERVICES, INC.**  
**Declaration # 11- JPA-Pools 1 (100M Carriers)**  
**ALLIANT PROPERTY INSURANCE PROGRAM**  
**Effective July 1, 2021 to July 1, 2022**  
**SCHEDULE OF CARRIERS**  
**Declaration # 11- JPA-Pools 1**

| Participation %                                                                                                                                                                                                                                                | Participation \$      | Company                                                                                                                         | Policy #                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>Earthquake, Flood, B&amp;M, Terrorism, Cyber, &amp; Pollution limits listed below apply to Named Insureds who purchase coverage.</b><br><b>Percentages are approximate and participation will not exceed the All Risk Limit purchased by Named Insured.</b> |                       |                                                                                                                                 |                                                        |
|                                                                                                                                                                                                                                                                | <b>\$ 25,000,000</b>  | <b>Excess \$25,000,000 All Risk Including Earthquake Shock, Flood and B&amp;M, excluding Terrorism.</b>                         |                                                        |
| 27.5000%                                                                                                                                                                                                                                                       | \$ 6,875,000          | Lloyd's Syndicate: Fidelis Underwriting Ltd. , KLN 510, TMK 1880, AES 1225, APL 1969 and CIN 0318                               | PJ212696                                               |
| 5.0000%                                                                                                                                                                                                                                                        | \$ 1,250,000          | International General Insurance Company Limited                                                                                 | PJ212696                                               |
| 10.0000%                                                                                                                                                                                                                                                       | \$ 2,500,000          | Houston Specialty Insurance Company                                                                                             | PJ212696                                               |
| 5.0000%                                                                                                                                                                                                                                                        | \$ 1,250,000          | Endurance Worldwide Insurance Ltd. as SOMPO International                                                                       | PJ213296                                               |
| 15.0000%                                                                                                                                                                                                                                                       | \$ 3,750,000          | Guide One National Insurance Company                                                                                            | 099002097                                              |
| <b>62.5000%</b>                                                                                                                                                                                                                                                | <b>\$ 15,625,000</b>  |                                                                                                                                 |                                                        |
|                                                                                                                                                                                                                                                                | <b>\$ 100,000,000</b> | <b>Excess of \$25,000,000 All Risk Including Earthquake Shock and Flood, excluding B&amp;M and Terrorism.</b>                   |                                                        |
| 12.5000%                                                                                                                                                                                                                                                       | \$ 12,500,000         | Markel- Evanston Ins. Co. (12.5% po \$25M xs \$25M EQ at locations in CA), excluding B&M                                        | MKLV5XPR000373                                         |
| <b>12.5000%</b>                                                                                                                                                                                                                                                | <b>\$ 12,500,000</b>  |                                                                                                                                 |                                                        |
|                                                                                                                                                                                                                                                                | <b>\$ 50,000,000</b>  | <b>Excess of \$50,000,000 All Risk Including Earthquake Shock, Flood, and B&amp;M, excluding Terrorism</b>                      |                                                        |
| 5.0000%                                                                                                                                                                                                                                                        | \$ 2,500,000          | Lloyd's Syndicate : AUW 0609                                                                                                    | PJ2100119                                              |
| 2.0000%                                                                                                                                                                                                                                                        | \$ 1,000,000          | Lloyd's Syndicate : TAL 1183                                                                                                    | PJ2100285                                              |
| 15.0000%                                                                                                                                                                                                                                                       | \$ 7,500,000          | Guide One National Insurance Company                                                                                            | 099002097                                              |
| 6.5000%                                                                                                                                                                                                                                                        | \$ 3,250,000          | Ironshore Specialty Insurance Company (excluding EQ at locations in CA and B&M)                                                 | 1000412659-02                                          |
| <b>28.5000%</b>                                                                                                                                                                                                                                                | <b>\$ 14,250,000</b>  |                                                                                                                                 |                                                        |
|                                                                                                                                                                                                                                                                | <b>\$ 75,000,000</b>  | <b>Excess of \$50,000,000 All Risk Including Earthquake Shock, Flood and B&amp;M , excluding Terrorism.</b>                     |                                                        |
| 15.0000%                                                                                                                                                                                                                                                       | \$ 11,250,000         | Fidelis Underwriting Limited                                                                                                    | PJ212696                                               |
| 7.3333%                                                                                                                                                                                                                                                        | \$ 5,499,975          | RSUI - Landmark American Insurance Company (excluding EQ at locations in CA and B&M)                                            | LHD427207                                              |
| 6.0000%                                                                                                                                                                                                                                                        | \$ 4,500,000          | Core Specialty Group – StarStone Specialty Insurance Company                                                                    | F84143210CSP                                           |
| 18.6667%                                                                                                                                                                                                                                                       | \$ 14,000,025         | Arch Specialty Insurance Company (excluding EQ at locations in CA and B&M)                                                      | ESP7301416-07                                          |
| <b>47.0000%</b>                                                                                                                                                                                                                                                | <b>\$ 35,250,000</b>  |                                                                                                                                 |                                                        |
|                                                                                                                                                                                                                                                                | <b>\$ 150,000,000</b> | <b>Excess of \$50,000,000 All Risk Including Earthquake Shock (excluding CA EQ) and Flood, excluding B&amp;M and Terrorism.</b> |                                                        |
| 12.0000%                                                                                                                                                                                                                                                       | \$ 18,000,000         | Lexington Insurance Company                                                                                                     | 38412462/02 (Insurance)<br>38412463/02 (Reinsurance)   |
| <b>12.0000%</b>                                                                                                                                                                                                                                                | <b>\$ 18,000,000</b>  |                                                                                                                                 |                                                        |
| <b>EXCESS BOILER PROGRAM</b>                                                                                                                                                                                                                                   |                       |                                                                                                                                 |                                                        |
|                                                                                                                                                                                                                                                                | <b>\$25,000,000</b>   | <b>Excess of \$25,000,000 Boiler and Machinery</b>                                                                              |                                                        |
| 12.5000%                                                                                                                                                                                                                                                       | \$ 3,125,000          | Lexington Insurance Company                                                                                                     | 011660456/09 (Insurance)<br>011660458/09 (Reinsurance) |
| <b>12.5000%</b>                                                                                                                                                                                                                                                | <b>\$ 3,125,000</b>   |                                                                                                                                 |                                                        |
|                                                                                                                                                                                                                                                                | <b>\$50,000,000</b>   | <b>Excess of \$50,000,000 Boiler and Machinery</b>                                                                              |                                                        |
| 45.0000%                                                                                                                                                                                                                                                       | \$ 22,500,000         | Lexington Insurance Company                                                                                                     | 011660456/09 (Insurance)<br>011660458/09 (Reinsurance) |
| <b>45.0000%</b>                                                                                                                                                                                                                                                | <b>\$ 22,500,000</b>  |                                                                                                                                 |                                                        |

**Declaration # 11- JPA-Pools 1**

**ALLIANT INSURANCE SERVICES, INC.**  
**Declaration # 11- JPA-Pools 1 (100M Carriers)**  
**ALLIANT PROPERTY INSURANCE PROGRAM**  
**Effective July 1, 2021 to July 1, 2022**  
**SCHEDULE OF CARRIERS**  
**Declaration # 11- JPA-Pools 1**

| Participation %                                                                                                                                                                                                                                                | Participation \$ | Company | Policy # |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------|----------|
| <b>Earthquake, Flood, B&amp;M, Terrorism, Cyber, &amp; Pollution limits listed below apply to Named Insureds who purchase coverage.</b><br><b>Percentages are approximate and participation will not exceed the All Risk Limit purchased by Named Insured.</b> |                  |         |          |

**APIP- TERRORISM LAYER 1**

|           |                |                                                                                                                                                                                                                                                                                                    |           |
|-----------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|           | \$ 100,000,000 | USD100,000,000 (for 100%) Per Occurrence, Per Named Insured(s) subject to USD200,000,000 (for 100%) in the Annual Aggregate which shared by all Named Insured(s) of Declaration Numbers 1 to 14, 18 to 30, and 32 to 35 combined - as respects Property Damage and Business Interruption combined. |           |
| 100.0000% | \$ 100,000,000 | Lloyd's Syndicate: 1200 AMA,0318 CIN, 3010 LRE, 2003 XLC, 2987 BRIT, 0033 HIS. 1414 ASC; Convex Insurance UK Limited; Rethink Underwriting Limited.                                                                                                                                                | PJ2133870 |
| 100.0000% | \$ 100,000,000 |                                                                                                                                                                                                                                                                                                    |           |

**APIP TERRORISM LAYER 2**

|           |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |
|-----------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|           | \$ 300,000,000 | USD300,000,000 (for 100%) per Named Insured(s), but in no event shall underwriters be liable for more than: USD800,000,000 Per Occurrence, subject to USD800,000,000 (for 100%) in the Annual Aggregate which shared by all Named Insured(s) of Declaration Numbers 1 to 14, 18 to 24, 26 to 30, 32 to 35 combined - as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined. Excess of: APIP Terrorism Layer 1 Limits. |           |
| 100.0000% | \$ 300,000,000 | Lloyd's Syndicate: 1200 AMA, 3902 NOA, 0609 AUW, AFB 2623/AFB 623, 0318 CIN, 1301 IGO, 2003 XLC, 1036 COF, 1183 TAL, 1414 ASC; Fidelis Underwriting Limited; Lancashire Insurance Co (UK) Ltd; Rethink Underwriting Limited; Endurance Worldwide Insurance Ltd t/a Sompo International                                                                                                                                                                       | PJ2131689 |
| 100.0000% | \$ 300,000,000 |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |

**APIP TERRORISM LAYER 3**

|           |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |
|-----------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|           | \$ 300,000,000 | USD300,000,000 (for 100%) per Named Insured(s), but in no event shall underwriters be liable for more than: USD300,000,000 Per Occurrence, subject to USD600,000,000 (for 100%) in the Annual Aggregate which shared by all Named Insured(s), of Declaration Numbers 1 to 14, 18 to 21, 23 to 24, 26 to 30, 32 to 35 combined - as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined. Excess of: APIP Terrorism Layer 1 and 2 Limits. |           |
| 100.0000% | \$ 300,000,000 | Lloyd's Syndicate:-Syndicates: AFB 2623/AFB 623, 4444 CNP, 1036 COF, 1183 TAL; Convex Insurance UK Limited; Lancashire Insurance Co (UK) Ltd; Fidelis Underwriting Limited.                                                                                                                                                                                                                                                                                                   | PJ2100033 |
| 100.0000% | \$ 300,000,000 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |

**POLLUTION**

|           |                                       |                |
|-----------|---------------------------------------|----------------|
| 100.0000% | Ironshore Specialty Insurance Company | ISPILLSCAZ0001 |
|           | See Policy                            |                |

## Disclosures / Disclaimers

**This Summary of insurance is provided as a matter of convenience and information only. All information included in this Summary, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This Summary does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.**

**Please be advised that this Summary is also expressly conditioned on there being no material change in the risk between the date of this Summary and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this Summary, whether or not this offer has already been accepted.**

**This Summary is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this Summary of insurance.**

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this [www.AmBest.com](http://www.AmBest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## New York Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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## Disclosures / Disclaimers Cont.

### Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA:

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

## Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

### Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.

## LOSS NOTIFICATION REQUIREMENT

### ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Pollution* loss please include item III contact in addition to Alliant Insurance Services contacts.

- I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA  
Senior Vice President, Regional Claims Director  
Voice: (415) 403-1445 Cell: (415) 518-8490  
Email: [rfrey@alliant.com](mailto:rfrey@alliant.com)

Diana L. Walizada, AIC, CPIW, RPA, AINS  
Vice President, Claims Unit Manager  
Voice: (415) 403-1453  
Email: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)

Address:

Alliant Insurance Services, Inc.  
100 Pine St, 11<sup>th</sup> Floor  
San Francisco CA 94111  
Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

- II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Sandra Doig  
McLaren's Global Claims Services  
1301 Dove St., Suite 200  
Newport Beach, CA 92660  
Voice: (949) 757-1413 Fax: (949) 757-1692  
Email: [sandra.doig@mclarens.com](mailto:sandra.doig@mclarens.com)

Address:

- III. Pollution Liability Carrier Ironshore Specialty Insurance Company (if purchased):

Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005  
In emergency call: (888) 292-0249  
Fax: (646) 826-6601  
Email: [USClaims@ironshore.com](mailto:USClaims@ironshore.com)

Address:

Akbar Sharif  
Claims Advocate  
1301 Dove St. Ste. 200  
Newport Beach, CA 92646  
Voice: (949) 260-5088 Fax: (415) 403-1466  
Email: [Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

Address:

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

IN THE EVENT OF A

## PROPERTY LOSS:

- 1) Follow your organization procedures for reporting and responding to an incident*
- 2) Alert local emergency authorities, as appropriate*
- 3) Report the incident to Alliant Insurance Services immediately at:*

**877-725-7695**

**All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.**

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

- 4) Report the incident to McLarens Global Claims Services AND your Alliant representative*

## PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Services, Inc.

BY MAIL: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111

BY FAX: (415) 403-1466

BY EMAIL: [rfrey@alliant.com](mailto:rfrey@alliant.com) AND [dwalizada@alliant.com](mailto:dwalizada@alliant.com)

Carbon Copy APIP Claims Administrator: [sandra.doig@mclarens.com](mailto:sandra.doig@mclarens.com) and your Alliant representative

Today's Date: \_\_\_\_\_

Type of Claim: (check all that apply)

- |                                            |                                   |
|--------------------------------------------|-----------------------------------|
| <input type="checkbox"/> Real Property     | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Personal Property | <input type="checkbox"/> Other    |

### Insured's Name & Contact Information

Insured's Name: \_\_\_\_\_ Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

### Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims Point of Contact: Robert A. Frey & Diana L. Walizada

Address: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111

Phone #: 1-877-725-7695

Fax #: 415-403-1466

### Policy Information

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_ per \_\_\_\_\_ agg Self-Insured Retention/Deductible: \_\_\_\_\_

### Loss Information

Date of Incident/Claim: \_\_\_\_\_ Location: \_\_\_\_\_

Description of Loss:

\_\_\_\_\_  
\_\_\_\_\_

Please list all attached or enclosed documentation: ☐ (check if none provided) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of Person Completing This Form: \_\_\_\_\_

Signature: \_\_\_\_\_

**Per the PEPIP USA Form Master Policy Wording, Section IV General Conditions;**

**K. NOTICE OF LOSS**

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

## IRONSHORE SPECIALTY INSURANCE COMPANY

IN THE EVENT OF AN

# ENVIRONMENTAL EMERGENCY:

***1) Follow your organization procedures for reporting and responding to an incident***

***1) Alert local emergency authorities, as appropriate***

***2) Report the incident immediately at:***

**888-292-0249**

***4) Report the incident to Alliant***

Akbar Sharif  
Claims Advocate  
949-260-5088  
415-403-1466 – fax  
[Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan  
DO contact your management as well as appropriate authorities  
DO ensure anyone who could come in contact with a spill or release is kept away  
  
DO NOT ignore a potential spill or leak  
DO NOT attempt to respond beyond your level of training or certification

**SEND TO:** IRONSHORE ENVIRONMENTAL CLAIMS CSO

**BY MAIL:** 28 Liberty Street, 5th Floor, New York, NY 10005

**BY FAX:** (646) 826-6601

**BY EMAIL:** [USClaims@ironshore.com](mailto:USClaims@ironshore.com)

**CC Alliant Insurance:** [Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com) and your Alliant Representative

**Today's Date:** \_\_\_\_\_

**Notice of: (check all that apply)**

- ☐ Pollution Incident                      ☐ Potential Claim                      ☐ Other \_\_\_\_\_
- ☐ Third-Party Claim                      ☐ Litigation Initiated

**Insured's Name & Contact Information**

**Company Name:** \_\_\_\_\_ **Point of Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Broker/Agent's Name & Contact Information**

**Company Name:** Alliant Insurance Services - Claims **Point of Contact:** Akbar Sharif

**Address:** 1301 Dove St. Ste. 200 Newport Beach, CA 92660

**Phone #:** 1-949-260-5088

**Policy Information**

**Policy Number:** \_\_\_\_\_ **Policy Period:** \_\_\_\_\_

**Limits of Liability:** \_\_\_\_\_ per \_\_\_\_\_ agg **Self-Insured Retention/Deductible** \_\_\_\_\_

**Loss Information**

**Date of Incident/Claim:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Claimant Name/Address:** \_\_\_\_\_

**Description of Loss:** \_\_\_\_\_

**Please list all attached or enclosed documentation:** ☐ (check if none provided) \_\_\_\_\_

**Name of Person Completing This Form:** \_\_\_\_\_ **Signature:** \_\_\_\_\_



**PEPIP USA FORM No.17**  
**MASTER POLICY WORDING**

**COVERAGE INCEPTING**  
**FROM JULY 1, 2021 TO JULY 1, 2022**

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# SECTION I

## GENERAL PROVISIONS

### A. INSURING AGREEMENT

In consideration of the premium paid by the Named Insured to the Company, the Company agrees to insure the following per the terms and conditions herein.

### B. NAMED INSURED

As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this Policy.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required or has agreed to provide coverage, or as so named in the "Named Insured Schedule" on file with Alliant Insurance Services, Inc., as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern, are covered within the limits provided to the individual Named Insured.

Lessors of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.

Mortgagees to whom certificates of coverage have been issued are covered hereunder as Insured's in accordance with the terms and conditions of Form 438 BFU NS, CP12 18 1091, or equivalent as required by the mortgagee.

### C. MAILING ADDRESS OF NAMED INSURED

AS PER DECLARATION PAGE

### D. POLICY PERIOD

AS PER DECLARATION PAGE

### E. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the Company in any one occurrence regardless of whether one or more of the coverages of this Policy are involved shall not exceed:

#### 1. LIMITS OF LIABILITY

The Specific Limits of Liability as described in the Declaration Page apply per occurrence unless indicated otherwise.

## 2. SUB-LIMITS OF LIABILITY

The following sub-limits of liability are provided as described in the Declaration Page and apply per occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Declaration Page for that item, and do not increase the specific limits of liability. The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item. When a sub-limit refers to a covered peril, the sub-limit applies to all loss and expense resulting from said peril, regardless of the number of coverages that may apply to such loss or expense. In the event that a claim involves both a coverage that is sub-limited and a peril that is sub-limited, the lesser of the two will apply.

- a. Per occurrence, and in the annual aggregate as respects the peril of flood (for those Named Insured(s) that participate in this optional dedicated coverage);
- b. Per occurrence, and in the annual aggregate as respects the peril of earthquake shock for those Named Insured(s) that participate in this optional dedicated coverage;
- c. Combined Business Interruption, Rental Income, Tax Interruption and Tuition income (and related fees) ;
- d. Extra Expense;
- e. Miscellaneous Unnamed Locations;
- f. Automatic Acquisition. As per policy provisions;
- g. Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf if specific values for such items have not been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc. This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V;
- h. Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf if specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.;
- i. Errors and Omissions;
- j. Course of Construction and Additions;
- k. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)), however fraudulent impersonation fraudulent instruction or similar events are excluded;
- l. Prize Giveaways solely as respects Named Insured(s) that participate in this optional coverage;
- m. Unscheduled Fine Arts (as more fully defined herein);
- n. Accidental Contamination including owned land, land values and water owned by the Named Insured(s);
- o. Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills, docks, piers, wharves, street lights, traffic signals, meters, road way or highway fencing (including guardrails), and all similar property unless specific values for such items have been reported as part of a Named Insured(s) schedule of values held on file in the offices of Alliant Insurance Services, Inc. Unscheduled Infrastructure coverage is excluded for the peril of Earthquake Shock, and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs. Landfills include underground liners, installed liners, or liners while being installed; installed geotextile mats or geotextile mats while being installed; installed collection pipes or collection pipes while being installed; any material or substance that make up the landfill; embankments; or material deposited or disposed thereon. Landfills do not include the following located at a landfill site:

1. Buildings
  2. Machinery and equipment
  3. Stock and supplies
  4. Contractor's equipment
  5. Vehicles
- p. Increased Cost of Construction due to the enforcement of building codes / ordinance or law.
  - q. Transit physical damage only;
  - r. Unscheduled Animals;
  - s. Unscheduled Watercraft; up to 27 feet. Unscheduled watercraft over 27 feet if held for sale by the insured.
  - t. Off premises services interruption including extra expense resulting from a covered peril at non-owned/operated location(s);
  - u. Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;
  - v. Per occurrence and in the annual aggregate as respects the peril of Earthquake Shock for licensed vehicles, unlicensed vehicles, contractors equipment and fine arts combined for all Named Insured(s) of this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.;
  - w. Per occurrence and in the annual aggregate as respects the peril of Flood for licensed vehicles, unlicensed vehicles, contractors equipment and fine arts combined for all Named Insured(s) of this Declaration combined that do not purchase optional Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.;
  - x. Claim Preparation Expenses;
  - y. Expediting Expenses;
  - z. Separately as respects furs, jewelry, precious metals and precious stones;
  - aa. Business Interruption for Power Generation Facilities, which is understood to be part of and not additional to the sub-limit of liability set forth in Item 2 c. above;
  - ab. Personal Property outside the U.S.A.;
  - ac. Unmanned Aircraft. As per policy provisions
  - ad. Mold/Fungus Resultant Damage. As per policy provisions
  - ae. Electronic Data Processing Media
  - af. Boiler Explosion and Machinery Breakdown (for those Named Insured(s) that participate in this optional dedicated coverage).

## **F. OPTIONAL COVERAGE PARTICIPATION**

It is understood and agreed that certain Named Insured's participate in Optional Coverage on this Policy as set forth below.

### **OPTIONAL COVERAGES IDENTIFICATION:**

1. Earthquake Shock
2. Licensed Vehicles – Off Premises
3. Scheduled Fine Arts
4. Flood
5. Boiler Explosion and Machinery Breakdown

Such participation in the optional coverage(s) by the Named Insured is indicated in the Declaration Page, and/or by endorsement to this Policy.

## **G. DEDUCTIBLE PROVISIONS**

If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Deductibles are shown on the Declaration Page, or by endorsement and may vary by member of a joint powers authority (JPA) or risk sharing pool (Pool), or the coverage part pertaining to the loss.

Unless a more specific deductible is applicable for a particular loss, the “Basic Deductible” shown in the Declaration Page, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

The “JPA/Pool Basic Deductible” – when applicable will be in excess of a JPA or Pool member’s deductible amount. The Named Insured(s) deductible amount will be agreed upon between the JPA or Pool and its members. The “JPA/Pool Basic Deductible” shown in the Declaration Page, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable constituent members’ deductible and the “JPA/Pool Basic Deductible”, until the “JPA/Pool Annual Aggregate Amount” is exhausted.

The “JPA/Pool Annual Aggregate Amount” - when applicable is the accumulation of payments made by the JPA or Pool that are categorized as “JPA/Pool Basic Deductibles” above. Once the annual aggregate amount is reached, all subsequent losses in chronological order are subject to the “JPA/Pool Maintenance Deductible” indicated in the Declaration Page. As with the “JPA/Pool Basic Deductible” this maintenance deductible will be applicable in excess of the applicable JPA or Pool constituent member’s deductible.

“Vehicle Physical Damage deductible” - if Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off premises on a per occurrence basis, unless otherwise stated. If “Off-Premises” coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk “Basic Deductible”.

## **H. UNIT OF INSURANCE DEFINED**

In the application of the Earthquake Shock, or specified Wind deductibles, in accordance with the provisions of this Policy, each of the following shall be considered a Separate Unit of Insurance:

1. Each Separate Building or Structure;
2. The Contents of each Building or Structure;
3. Applicable Time Element Coverage of each separate Building or Structure; and
4. Property in each Yard.

The Company shall not be liable for loss to any Unit of Insurance covered hereunder unless such loss exceeds the percentages stated in this Policy of the replacement values of such Unit of Insurance at the time when such loss shall happen, and then only for its proportion of such excess.

## **I. PRIORITY OF PAYMENTS**

In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary / underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any, to the peril(s) or coverage(s) insured hereunder. Upon exhaustion of the limit of liability of the primary / underlying coverage, the excess layers shall then be liable for loss uncollected from the peril(s) or coverage(s) insured hereunder, subject to the limit of liability and the other terms and conditions as specified.

## SECTION II

### PROPERTY DAMAGE

#### A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Policy insures all property of every description both real and personal (including improvements, betterments and remodeling), of the Named Insured, or property of others in the care, custody or control of the Named Insured, for which the Named Insured is liable, or under the obligation to insure.

#### B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the Policy except insofar as they are explicitly providing additional coverage.

##### 1. PERSONAL EFFECTS

This Policy is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the Named Insured named in this Policy for which the Named Insured may elect to assume liability while located in accordance with the coverage hereof, but loss, if any, on such property shall be adjusted with and payable to the Named Insured.

##### 2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this Policy will provide automatic coverage subject to the following conditions:

- a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges).
- b. Value of the project at the location does not exceed USD as per Declaration Page. Projects that exceed this amount are subject to underwriting approval, prior to binding. However, inadvertent failure to report projects within USD as per Declaration Page shall not void coverage of said Project.

**Additional Expenses - Soft Costs:** This extension applies to new buildings or structures in the course of construction up to the time that the new building(s) or structure(s) is initially occupied or put to its intended use whichever occurs first.

The Company will cover the additional expenses (soft costs) of the Named Insured as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this Policy. The Company will pay covered expenses when they are incurred.

- a. **Additional Interest Coverage** – The Company will pay the additional interest on money the Named Insured borrows to finance construction or repair.
- b. **Rent or Rental Value Coverage** – The Company will pay the actual loss of net rental income that results from delay beyond the projected completion date. But the Company

will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.

- c. Additional Real Estate Taxes or Other Assessments – The Company will pay the additional real estate taxes or other assessments the Named Insured incurs for the period of time that construction is extended beyond the completion date.
- d. Additional Advertising and Promotional Expenses – The Company will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.
- e. Additional Commissions Expense – The Company will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.
- f. Additional Architectural and Engineering Fees – The Company will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.
- g. Additional License and Permit Fees – The Company will pay the additional license and permit fees that become necessary as a delay in the completion of the project.
- h. Legal and Accounting Fees – The Company will pay the additional legal and accounting fees the Named Insured incurs as a result of a delay in the completion of the project.

### **3. FIRE FIGHTING EXPENSES**

It is understood and agreed that the Company shall be liable for the actual charges of fire fighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in / on, and/or protecting property included in coverage provided by this Policy.

### **4. OFF PREMISES SERVICES INTERRUPTION**

It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing

- (1.) Incoming electricity, fuel, gas, water, steam, or refrigeration;
- (2.) Data, voice or video service; or
- (3.) Outgoing sewerage

to an Insured Location. The coverage provided by this clause is sub-limited to USD as per Declaration Page

### **5. ARCHITECTS AND ENGINEERS FEES**

This Policy also insures as a direct result of physical loss or damage insured hereunder, any architects and engineers' fees.

## **6. CLAIM PREPARATION EXPENSES**

This Policy also insures as a direct result of physical loss or damage insured hereunder any claim preparation expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters are specifically excluded.

## **7. EXPEDITING EXPENSES**

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this Policy includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the Named Insured, including overtime and the extra costs of express or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per the Declaration Page.

## **8. DEBRIS REMOVAL**

This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the Insured Location that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

## **9. DEMOLITION COST**

In the event of physical damage to property insured by a covered peril, this Policy is extended to cover the cost of, and the additional period of time required for, demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

## **10. INCREASED COST OF CONSTRUCTION**

In the event of physical damage to property insured by a covered peril, this Policy is extended to cover the increased cost of, and the additional period of time required for, repair or replacement caused by the enforcement of any ordinance or law (including written guidelines used by the department of corrections in any state) regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited however, to the minimum requirements of such ordinance or law.

Insurance under this section does not apply to:

- a. Costs associated with the enforcement of any ordinance or law which requires any Named Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of substances declared to be hazardous to health by a governmental agency; or
- b. Loss due to any ordinance or law that:
  - i. The Named Insured was required to comply with before the loss even if the building was undamaged; and
  - ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

## 11. ERRORS AND OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the Named Insured's right of recovery but will be reported to the Company as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per Declaration Page. This extension does not increase any more specific limit stated elsewhere in this Policy or Declaration.

## 12. ANIMALS

This Policy is extended to cover retraining expenses associated with the loss of specially trained animals. Retraining expenses are included within the sub-limit provided, unless otherwise scheduled.

**Notwithstanding the foregoing it is hereby understood and agreed that solely as respects Universities, hospitals, or other institutions of learning the following shall apply:**

This Policy is extended to cover physical loss or damage to animals used for research subject to applicable exclusions under Section IV (General Conditions) B. Exclusions.

## 13. VALUABLE PAPERS

This Policy is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this Policy.

## 14. TRANSIT

This Policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy.

Permission is hereby granted to the Named Insured without prejudice to this insurance to accept the ordinary Bill-of-Lading used by carriers, including released and/or under-valued Bill-of-Lading and/or Shipping or Messenger receipts; and the Named Insured may waive subrogation against railroads under side track agreements; and except as otherwise provided, the Named Insured shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.

This Policy also covers damage and loss of use:

- a. Occasioned by the acceptance by the Named Insured, Insured's agent, customer or consignee(s) or others of fraudulent Bill-of-Lading, Shipping or Messenger receipts;
- b. Obtained by fraud or deceit, perpetrated by any person(s) who may represent themselves to be the proper party or parties to receive the property for shipment or to accept it for delivery.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

## **15. VEHICLES WHILE ON INSURED PREMISES**

This Policy is extended to cover vehicles while at an Insured Location against physical loss or damage by a peril insured against during the term of this Policy.

## **16. ASBESTOS CLEAN UP AND REMOVAL**

This Policy specifically excludes asbestos materials clean up or removal, unless asbestos is itself damaged by a peril covered by this Policy, then asbestos cleanup or removal within the damaged area, and applicable time element coverages, will be covered by this Policy.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Insured's property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

any loss or expense normally provided by demolition, increased cost or building ordinance.

The Named Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to the Underwriters more than thirty six (36) months after the expiration, or termination, of this Policy.

## **17. PROTECTION AND PRESERVATION OF PROPERTY**

In the event of loss likely to be covered by this Policy, the Named Insured shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Insurer.

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

Due to the unique nature of Educational Facilities, Health Care Facilities and Jails where it is deemed necessary to evacuate designated persons from the premises in order to reduce the physical loss potential from an actual or imminent loss or damage by a peril not excluded herein, the Company will pay reasonable and necessary evacuation expenses incurred by the Named Insured. The following additional definitions apply to this Additional Time Element Coverage:

- a. Designated persons means:
  - (1) Patients, residents and lawful occupants at an Insured Location, and/or
  - (2) Those employees who are essential to implement the mandatory evacuation order at an Insured Location.
- b. Evacuation expenses means expenses incurred during the evacuation period to:
  - (1) Transport designated persons to another location;
  - (2) House and maintain designated persons at another location;
  - (3) Return designated persons to the Insured Location or, if the Insured Location is not habitable, to a suitable alternative location.

## 18. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this Policy to real property of the type insured this Policy, which is leased by the Named Insured, this Policy is extended to cover:

- a. If as a result of such loss or damage the property becomes wholly un-tenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the actual rent payable for the unexpired term of the lease; or
- b. If as a result of such loss or damage the property becomes partially un-tenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the proportion of the rent applicable thereto; or
- c. If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Named Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the Named Insured exercising an option to cancel the lease; or from any act or omission of the Named Insured which constitutes a default under the lease; and provided further that the Named Insured shall use any suitable property or service owned or controlled by the Named Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

- (1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including any maintenance or operating charges) for each month during the unexpired term of the Named Insured's lease.
- (2) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

## 19. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured, during the policy period, within the United States of America, subject to the values of such additional property and/or interests not exceeding

- a. USD25,000,000 for Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding;
- b. USD10,000,000 for Named Insureds with total insurable values less than USD500,000,000 at time of binding; or
- c. Named Insured's Policy Limit of Liability if less than USD25,000,000

any one acquisition excluding licensed vehicles, for which a limit of USD10,000,000 applies or Named Insured's Policy Limit of Liability if less than USD10,000,000. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of USD2,500,000 for additional property and/or interests in Tier 1 wind counties, parishes and independent cities for the states of Virginia,

North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.

If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by the Company prior to attachment hereunder.

**This coverage extension does not apply to the peril of Earthquake Shock in the States of California, or Alaska except as follows:**

- (1) At Policy inception, for those Named Insureds that purchase the earthquake shock peril, per the sub-limit that appears on the Declaration Page, automatic coverage applies for the peril of earthquake shock for a period of 30 days from date of contractual requirement by any bond, certificate of participation or any similar investment, for any new locations where there is such a contractual requirement to provide earthquake shock coverage. Otherwise there is no Automatic Coverage for Earthquake Shock for any other new locations in California and Alaska.

In the event of coverage being required for additional property and/or interest where the value exceeds

- a. USD25,000,000 for Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding;
- b. USD10,000,000 for Named Insureds with total insurable values less than USD500,00,000 at time of binding; or
- c. Named Insured(s) Policy Limit of Liability if less than USD25,000,000

any one acquisition details of said property and/or interest are to be provided to the Company for its agreement not later than one hundred and twenty (120) days from the date of the said additional property and/or interest have become at the risk of the Named Insured, this Policy providing coverage automatically for such period of time up to a maximum limit of USD100,000,000 or Named Insured(s) Policy Limit of Liability if less than USD100,000,000.

After the reporting of a location added under automatic acquisition, the Company retains the right to determine acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition, if values are in excess of USD25,000,000 for Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding or USD10,000,000 for Named Insureds with total insurable values less than USD500,00,000 at time of binding.

In the event that the Named Insured fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD25,000,000 for Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding or USD10,000,000 for Named Insureds with total insurable values less than USD500,00,000 at time of binding or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one occurrence.

Additional, or return premium due for endorsements issued during the policy period, such as those for additions or deletions of values within or greater than as that which is provided in any "Automatic Acquisition sub-limit" (including those for existing Named Insureds, new Named Insureds to the PEP program, or new members to existing JPA Named Insureds) will be processed on a quarterly basis. Issuance of the endorsements and calculation of pro-rata or return premium, for these changes will be processed as of, and at the time of the transaction.

**This Policy covers real or personal property of the type insured under this Policy** that is rented, leased, or purchased by the Insured after the inception date of this Policy, subject to the sub-limits shown on the Declaration page. Coverage under this additional coverage ceases at the earlier of the following dates:

- A. One hundred twenty (120) days from the date of acquisition or lease of such property or such other number of days shown in Section I for Automatic Acquisition, if applicable, or
- B. When the automatic acquisition location is bound by Alliant Insurance Services, Inc.; or
- C. Alliant Insurance Services, Inc. notifies the Insured that it will not bind the automatically acquired location.

There is no coverage for any property that is partially or wholly insured under any other insurance.

There is no coverage under this paragraph for loss or damage, which is covered under the Error and Omissions or Miscellaneous Unnamed **Locations** provisions of this Policy.

## **20. MISCELLANEOUS UNNAMED LOCATIONS**

Subject to the Miscellaneous Unnamed Locations sub-limit shown on the Declaration Page, this policy is extended to insure property of type not excluded located at Miscellaneous Unnamed Locations. Miscellaneous Unnamed Locations means property that has not been included in the Schedule of Values on file with Alliant Insurance Services, Inc. as may be required in the Policy provisions elsewhere.

There is no coverage under this paragraph for loss or damage which is covered under the Errors and Omissions or Automatic Acquisition provisions of this Policy.

This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska or Flood coverage for any property situated in Flood Zones A or V.

## **21. ACCIDENTAL CONTAMINATION**

This Policy is hereby extended to cover the reasonable and necessary cost for the cleanup, removal and disposal of the actual not suspected presence of Pollutants or Contaminant(s) from any source to Covered Property so as to restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to USD as per Declaration page.

If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Policy.

For the purposes of this Accidental Contamination clause only, the term “Covered Property”, as covered by this Policy, is held to include Land (and Land Values) on which Covered Property is located whether or not the same are excluded by this Policy.

Pollutants or Contaminants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances listed in applicable environmental state, federal or foreign law or regulation, or as designated by the U.S. Environmental Protection Agency or similar applicable state or foreign governmental authority. Waste includes materials to

be recycled, reconditioned or reclaimed. Pollutants or Contaminants does not include Fungus, Mold or Spore.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this Policy.

In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.

### **C. PROPERTY NOT COVERED**

Except as for that which may be provided as an Extension of Coverage, this Policy does not cover:

1. Aircraft, Watercraft over 27 feet in length (other than watercraft held for sale by the insured), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.
2. Standing timber, growing crops, water, except water which is normally contained within any type of tank, piping system or other process equipment.
3. Land (including land underneath or adjacent to a covered building or structure, and including costs to replace, repair, or stabilize any land, unless when necessary to protect a covered building or structure), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens). However, this policy does insure fill beneath any buildings or structures.
4. Property in due course of ocean marine transit.
5. Shipment by mail after delivery into the custody of the United States Post Office.
6. Power transmission lines and feeder lines more than 1,000 feet from an Insured Location unless scheduled and specifically approved by the Company.
7. Underground pipes more than 1,000 feet from an Insured Location unless scheduled and specifically approved by the Company.
8. Offshore property, oilrigs, underground mines, caverns, or underground storage facilities and their contents. Railroad track is excluded unless values have been reported by the Named Insured.
9. Trees, plants, and shrubs unless their position and planting were undertaken by human agency, such as landscaping.

### **D. LOSS PAYMENT BASIS / VALUATION**

In case of loss to property of an Named Insured covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the Named Insured at the Replacement Cost (as defined below) at the time of the loss. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.
2. On improvements and betterments at the Replacement Cost at time of loss. without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the Named Insured, there shall be no liability hereunder. The Company agrees to accept and consider the Named

Insured as sole and unconditional owner of all improvements and betterments, any contract or lease the Named Insured may have made to the contrary notwithstanding.

3. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full Replacement Cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate policy provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.
4. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair. In the event of a partial loss, Replacement Cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.
5. On property of others for which the Named Insured is liable under contract or lease agreement the Company's liability in the event of loss is limited to the Named Insured's obligation as defined in said contract or lease agreement but not to exceed the Replacement Cost.

6. On library contents, at Replacement Cost, or as follows, whichever is greater:

| <u>Category</u>    | <u>Value (per item)</u> |        |
|--------------------|-------------------------|--------|
| Juvenile Materials | USD                     | 50.52  |
| Pamphlets          | USD                     | 6.50   |
| Magazines          | USD                     | 13.10  |
| Fiction            | USD                     | 24.43  |
| Non-Fiction        | USD                     | 87.97  |
| Dictionary         | USD                     | 128.03 |
| Encyclopedia       | USD                     | 306.41 |
| Thesaurus          | USD                     | 46.83  |
| Reference (other)  | USD                     | 122.96 |
| Abstracts          | USD                     | 301.10 |
| Textbook           | USD                     | 111.38 |
| Art Books          | USD                     | 66.34  |
| Film               | USD                     | 295.41 |
| Book/Diskette      | USD                     | 111.52 |
| Vinyl Records      | USD                     | 88.63  |
| DVD/VHS            | USD                     | 59.08  |
| Audio Cassette     | USD                     | 32.49  |
| Compact Discs      | USD                     | 25.93  |
| CD ROM             | USD                     | 41.97  |
| Books/Audio        | USD                     | 79.46  |
| Medical Atlas      | USD                     | 189.85 |
| Technical Law      | USD                     | 161.11 |
| Nanotechnology     | USD                     | 186.04 |
| Biotechnology      | USD                     | 176.03 |

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.

The figures above do not include the “shelving cost” of each book. Therefore, the formula for adjusting a library contents loss is:

“Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs”.

The actual cost per item in the final adjustment is to be computed as of the time and place of loss or damage.

7. On Vehicles, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Vehicle and/or Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on Replacement Cost (New), then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be Actual Cash Value.

8. Animals: The stated value as per schedule on file with the Named Insured.

**Notwithstanding the foregoing it is hereby understood and agreed that solely as respects Universities, hospitals or other institutions of learning the following shall apply:**

The stated value as per schedule on file with the Named Insured except Research Animals shall be valued at the cost to replace with like kind and quality; including the increased value as a result of prior research or experiments performed on the animal(s), accumulated cost of care and maintenance, and the value of labor expended by research assistants and/or laboratory technicians.

9. Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields; the actual Replacement Cost of sod, shrubs, sand, plants and trees; however the Company's liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed USD25,000 per item.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term "actual cash value" is used as respects real property or improvements and betterment's in this clause, or elsewhere herein, it shall mean Replacement Cost less depreciation.

"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, subject to the following:

- a. Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;
- b. Replacement shall be effected by the Named Insured with due diligence and dispatch;
- c. Replacement need not be on same site, or of same or similar construction or occupancy provided that the Company shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.
- d. For historical buildings as more specifically defined in this Section.
- e. In no event shall the Company's liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) Covered Property or any part thereof.

It is understood and agreed that as respects Replacement Cost, the Named Insured shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the Company's liability. The Company shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Named Insured.

In the event the Named Insured should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

## SECTION III

### BUSINESS INTERRUPTION, EXTRA EXPENSE, RENTAL INCOME, TAX REVENUE INTERRUPTION AND TUITION INCOME

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides coverage for:

#### A. COVERAGE

##### 1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this Policy to real and/or personal property insured by this Policy, occurring during the term of this Policy.

In the event of such loss or damage the Company shall be liable for the actual loss sustained by the Named Insured for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including payroll expenses to the extent necessary to resume operations of the Named Insured with the same quality of service which existed immediately preceding the loss.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

**Notwithstanding the foregoing it is hereby understood and agreed that solely as respects Universities, hospitals or other institutions of learning the following shall apply:**

In determining the amount of tuition income and related fees covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to:

- a. Tuition income and related fees which are prevented from being earned or received.
- b. Other income derived from:
  - i. routine and special services;
  - ii. other operating and non-operating revenues, including but not limited to:
    - (1) research grants
    - (2) income under research contracts all dependent on continued operations.
- c. Donations and fund raising proceeds:
  - i. If a regularly scheduled fund raising drive for the sole benefit of the Named Insured occurs during the period of interruption of operations, the revenue produced by such drive shall be considered as follows in determining the amount of loss:
    - (1) If the drive fails to produce an amount at least equal to the same drive in the most recent prior solicitation, the shortage, to the extent that it can be attributed to the interruption of the Named Insured's operations, shall be considered as loss of income;

- (2) If the drive produces an amount equal to the same drive in the most recent prior solicitation, there shall be considered no loss of income from this source of revenue;
  - (3) If the drive produces an amount larger than the same drive in the most recent prior solicitation, the excess shall be applied to reduce the loss from other sources of revenue;
  - (4) If the drive is cancelled or postponed, such loss of revenue shall not be considered as loss of income.
- ii. The following shall be disregarded in determining the amount of loss:
- (1) Donations and contributions which are a direct result of the interruption of the Named Insured's operations and are received by the Named Insured during the period of interruption.
  - (2) Proceeds for fund raising drives or solicitations which are for the sole benefit of the Named Insured and occur as a result of interruption of the Named Insured's operations.

## **2. EXTRA EXPENSE**

This Policy is extended to cover the necessary and reasonable extra expenses occurring during the term of this Policy at any location as hereinafter defined, incurred by the Named Insured in order to continue as nearly as practicable the normal operation of the Named Insured's business following damage to or destruction of covered property by a covered peril which is at an Insured Location. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for only such length of time as the Period of Restoration.

With respect to Power Generating Facilities, Extra Expense shall also include any extra expense incurred resulting from the purchase of electrical power from any other power source, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

However, this Policy shall not cover loss of Bonus Capacity Payments, performance Guarantee penalties or any other indirect or remote loss of whatever nature.

## **B. EXTENSIONS OF COVERAGE**

### **1. INGRESS / EGRESS**

This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.

### **2. INTERRUPTION BY CIVIL AUTHORITY**

This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

### **3. DEMOLITION AND INCREASED TIME TO REBUILD**

The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss

occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

- a. More than the limit of liability as shown elsewhere in this Policy.
- b. Any greater proportion of any loss to the interest covered by this Policy than the amount covered under this Policy on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not.

#### **4. CONTINGENT TIME ELEMENT COVERAGE**

Business interruption, rental income, tuition income and extra expense coverage provided by this Policy is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this Policy at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the Named Insured from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the Named Insured from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverage's is sub-limited to USD as per Declaration Page.

This coverage applies to the Insured's direct suppliers or direct customers located in the Coverage Territory.

Notwithstanding the foregoing, this Additional Coverage does not apply to:

- a. Any supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service; or
- b. The Insured's customers, if the Insured is a supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service.

#### **5. TAX REVENUE INTERRUPTION**

Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.

The Company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the Named Insured has reported Tax Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The sub-limit USD3,000,000 insured on the Policy;
2. The actual loss sustained;
3. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the Named Insured has not reported Tax Revenue Interruption values, such loss recovery after deductible shall be limited to whichever is the least of:

1. The actual loss sustained;
2. USD1,000,000 per occurrence

**DEDUCTIBLE:** Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual revenue value shall be deducted.

## **6. EXTENDED PERIOD OF INDEMNITY**

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this Policy is extended for the additional length of time required to restore the business of the Named Insured to the condition that would have existed had no loss occurred commencing on either;

- a. the date on which the Company's liability would otherwise terminate or;
- b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The Company's liability under this extension shall terminate no later than the number of days indicated in the Declaration Page for this item:

## **7. EXPENSES TO REDUCE LOSS**

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

## **C. EXCLUSIONS**

1. The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this Policy and, then the Company shall only be liable for such loss as affects the Named Insured's earnings during and limited to, the period of indemnity covered under this Policy.
2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Company shall be liable hereunder shall not exceed:
  - a. thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,
  - b. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

## **D. CONDITIONS APPLICABLE TO THIS SECTION**

If the Named Insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;
2. by making use of merchandise or other property at the Insured Location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

## **E. DEFINITIONS**

### **1. GROSS EARNINGS**

“Gross Earnings” is defined as the sum of:

- a. total net sales and;
- b. other earnings derived from the operation of the business  
*less the cost of;*
- c. merchandise sold including packaging materials and;
- d. materials and supplies consumed directly in supplying the service(s) sold by the Named Insured, and;
- e. service(s) purchased from outside (not employees of the Named Insured) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income, sustains damage covered under this Policy, the actual recovery under this Policy shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

### **2. MERCHANDISE**

Shall be understood to mean, goods kept for sale by the Named Insured, which are not the products of manufacturing operations conducted by the Named Insured.

### **3. EXTRA EXPENSE**

The term “extra expense”, whenever used in this Policy, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Named Insured’s business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

#### 4. RENTAL VALUE

The term “rental value” is defined as the sum of:

- a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the Named Insured, and;
- b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Named Insured, and;
- c. the fair rental value of any portion of said property which is occupied by the Named Insured, and;
- d. any amount in excess of a., b. and c. (above) which is an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

#### 5. PERIOD OF RESTORATION

The period during which business interruption, extra expense, and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property would have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this Policy.

#### 6. CLOUD COMPUTING SERVICE

The term Cloud Computing Service means a service (i) in the business of storing, managing and processing electronic data for which the **Insured** has a written contract and (ii) that provides access to and use of: software and/or a network of remote servers hosted away from an Insured Location to store, manage or process such data.

## SECTION IV

### GENERAL CONDITIONS

#### A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides insurance against all risk of direct physical loss or damage occurring during the period of this Policy.

#### B. EXCLUSIONS

This Policy does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss or damage.
2. Physical loss or damage by settling, cracking, shrinkage, bulging, or expansion of pavements, foundations, walls, floors, roofs or ceilings; all unless physical damage not otherwise excluded by this Policy ensues, in which event, this Policy will cover only such ensuing damage.
3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).
4. Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.
5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Named Insured, its employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.
6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.
7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock (Earthquake Shock, and Flood, in the states of Alaska, or California shall only apply to locations that are scheduled for Earthquake Shock and Flood).
8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).
9. Loss caused directly or indirectly, by:

- a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
    - i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
    - ii. by military, naval or air forces; or
    - iii. by an agent of any such government, power, authority or forces;
  - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:
- a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and
  - b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on an Insured Location, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on an Insured Location.
11. As respects course of construction, the following exclusions shall apply:
- a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.
  - b. The cost of non-compliance of, or delay in completion of contract.
  - c. The cost of non-compliance with contract conditions.
  - d. Contractors' equipment or tools not a part of or destined to become a part of the installation.
12. Loss or damage caused by Earthquake Shock unless a limit is shown on the Declarations for Earthquake Shock this exclusion will apply.
13. Loss or damage caused by Flood unless a limit is shown on the Declarations for Flood this exclusion will apply.
14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not; or
- b. any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not.

Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

- 15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;
  - a. fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
  - b. mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
  - c. spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy. In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the Policy other than as above stated.

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
17. The following additional exclusions apply to animals covered under this Policy:
  - a. Death of any animal(s) from natural causes.
  - b. Death of any animal(s) that dies from an unknown cause unless:
    - i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
    - ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages of this Policy.
  - c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from a loss otherwise covered by this Policy.
  - d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of a loss otherwise covered by this Policy.
  - e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the Named Insured, his agent, employees or bailees (carriers for hire excepted) unless such death is a result of a loss otherwise covered by this Policy.
  - f. The loss by death of any animal(s) as a result of parturition or abortion.
  - g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such depreciation is a result of a loss otherwise covered by this Policy.
  - h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.
  - i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such removal or disposal is the result of a loss otherwise covered by this Policy.
  - j. The loss of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness).
  - k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this Policy.
18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever, except as provided in Section II Property Damage, B. Extension of Coverage, 21. Accidental Contamination.

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 covered under this Policy arising directly from that fire shall (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the Company has 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 covered hereunder caused by resulting seepage and/or pollution and/or contamination.

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

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

- (a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from an Insured Location; and/or;
- (b) cost of clean up at an Insured Location 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.

19. Authorities Exclusion:

Fines, penalties or cost incurred or sustained by the Named Insured or imposed on the Named Insured 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.

20. The following exclusion applies to Terrorism:

Any act of terrorism. An act of terrorism means an act, including but not limited to the use of the force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the paragraph above.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Named Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. All other terms and conditions remain unaltered.

21. Lack of the following services:
- a. incoming electricity, fuel, gas, water, steam or refrigeration;
  - b. outgoing sewerage; or
  - c. incoming or outgoing data, voice or video service;
- all when caused by loss or damage to any property outside Insured Location(s).

However, the above do not apply to Off Premises Service Interruption.

22. For buildings that are purchased, acquired or leased with the following conditions existing at the time of acquisition:
- a. Building or any part of a building that is in danger of falling down or caving in, or
  - b. Any part of a building that has separated from another part of the building.

Loss or damage arising out of the above conditions is excluded;

However, the Company does cover loss or damage arising out of Collapse. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.

#### **C. STATUTES**

If any of the articles of this Policy conflict with the laws or statutes of any jurisdictions in which this Policy applies this Policy is amended to conform to such laws or statutes.

#### **D. TERRITORIAL LIMITS**

This Policy insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.

#### **E. REINSTATEMENT**

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

#### **F. FREE ON BOARD (F.O.B.) SHIPMENTS**

The Company shall be liable for the interest of the Named Insured at sole option of the Named Insured, the interest of the consignee in merchandise, which has been sold by the Named Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

#### **G. BREACH OF CONDITIONS**

If any breach of a clause, condition or warranty of this Policy shall occur prior to a loss affected thereby under this Policy, such breach shall not void the Policy nor avail the Company to avoid liability unless such breach shall exist at the time of such loss under this contract or Policy, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the Named Insured establishes that the breach, whether contributory or not, occurred

without its knowledge or permission or beyond its control, such breach shall not prevent the Named Insured from recovering under this Policy.

## **H. PERMITS AND PRIVILEGES**

Anything in the printed conditions of this Policy to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;
4. If a vacant location has not been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc., the coverage provided by this clause is sub-limited to the Miscellaneous Unnamed Location – Vacant and Automatic Acquisition – Vacant Sub-limit of USD as per Declaration Page.
5. The Insured has permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that fire protection, security and alarm services are maintained and written notice is given to the Company prior to the one-hundred twentieth (120th) consecutive day of cessation of business operations, vacancy. The insured building is considered vacant when:
  - a. Such building does not contain adequate Insured Property to conduct customary business operations; or
  - b. Such building is no longer used by the Insured, a lessee or a sub-lessee to conduct customary business operations;
  - c. 70% or more of its total square footage is “vacant”;

provided however, this provision shall not apply to any time period when customary business operations are suspended due to circumstances that are usual to such business operations.

This Policy shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the Named Insured;
2. any act or neglect of the owner of the building, if the Named Insured hereunder is not the owner, or of any occupant of the within described premises other than the Named Insured, when such act or neglect is not within the control of the Named Insured, named herein; or
3. by failure of the Named Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the Named Insured has no control.

**I. PROTECTIVE SAFEGUARDS**

The Named Insured shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

**J. NO BENEFIT TO BAILEE**

This Policy shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**K. NOTICE OF LOSS**

In the event of loss or damage insured against under this Policy, the Named Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable after the inception of loss.

**L. ARBITRATION OF VALUE**

If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

**M. PROOF OF LOSS**

The Named Insured shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the Named Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

**N. SETTLEMENT OF LOSS**

All adjusted claims shall be paid or made good to the Named Insured within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.

**O. SUBROGATION**

In the event of any loss payment under this Policy, the Company, shall be subrogated to all the Named Insured's rights of recovery thereof against any person or organization and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the Named Insured and the Company shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the Named Insured has the right to enter into an agreement that releases or waives the Named Insured's right to recovery against third parties responsible for the loss if made before the loss occurred.

**P. CANCELLATION**

This Policy may be cancelled by the Named Insured at any time by written notice or surrender of this Policy. This Policy may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this Policy, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this Policy shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this Policy be cancelled for non-payment of assessment, the Company shall only be required to give the Named Insured ten (10) days' notice.

If this insurance in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

In the event of cancellation the aggregate retention and specific limit amount shall be applied pro rata with the balance, if any, to be paid to the Named Insured.

Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this Policy, the Policy is subject to 25% minimum earned premium regardless of the length of time coverage is in force.

**Q. ABANDONMENT**

There shall be no abandonment to the Company of any property.

**R. ASSIGNMENT**

Assignment or transfer of this Policy shall not be valid except with the written consent of the Company.

**S. SALVAGE**

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the Company.

**T. OTHER INSURANCE**

Permission is hereby granted to the Named Insured to carry more specific insurance on any property covered under this Policy. This Policy shall not attach or become insurance upon any property

which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This Policy, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this Policy is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this Policy.

#### **U. EXCESS INSURANCE**

Permission is granted for the Named Insured to maintain excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance, if any, shall not reduce any liability under this Policy. Also it is understood and agreed as respects earthquake shock or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying Policy(s) by reason of loss(es) hereunder, this Policy shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and;
2. in the event of exhaustion, continue in force as the underlying Policy.

#### **V. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS**

The Named Insured as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives and shall permit extracts and copies thereof to be made.

#### **W. CONCEALMENT AND FRAUD**

This entire Policy shall be void, if whether before or after a loss, the Named Insured has willfully concealed or misrepresented any material facts or circumstance concerning this Policy of the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

#### **X. FULL WAIVER**

The terms and conditions of this form and any approved endorsements supersede any policy jacket that may be attached hereto.

## **Y. SUIT AGAINST COMPANY**

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Named Insured shall have complied with all the requirements of this Policy, nor unless the suit is commenced within twelve (12) months after the date that the Company has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

## **Z. JOINT LOSS ADJUSTMENT – BOILER AND MACHINERY**

In the event of damage to or destruction of property, at a location designated in this Policy and also designated in a boiler and machinery insurance policy, and there is a disagreement between the Company and the Named Insured with respect to:

- (i) Whether such damage or destruction was caused by a peril covered against by this Policy or by an accident covered against by such boiler and machinery insurance policy(ies) or;
- (ii) The extent of participation of this Policy and of such boiler and machinery insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no boiler and machinery insurance policy(ies) in effect, subject to the following conditions:

- (i) The amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Boiler and Machinery Insurer and the Company is limited to the minimum amount remaining payable under either the boiler and machinery insurance policy(ies).
- (ii) The boiler and machinery insurer(s) shall simultaneously pay to the Named Insured, one-half of the said amount, which is in disagreement.
- (iii) The payments by the Company and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the boiler insurer(s) and one of whom shall be appointed by the Company hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurer(s) and the Named Insured and that judgment upon such award may be entered in any court of competent jurisdiction.

- (iv) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.
- (v) This agreement shall be null and void unless the Policy of the boiler and machinery Insurer is similarly endorsed.

In no event shall an Insurer be obligated to pay more than their total single limit.

## **AA. JOINT LOSS ADJUSTMENT – EXCESS PROPERTY**

In the event of damage to or destruction of property at a location designated in this Policy and also designated in an excess insurance policy(ies) and if there is disagreement between the insurers with respect to:

- (1) whether such damage or destruction was caused by a single event or by multiple events or;
- (2) the extent of participation of this Policy and any excess insurance policy in a loss covered against partially or wholly, by one of said Policy or policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no excess insurance or policy(ies) in effect, subject to the following conditions:

- (1) the amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Company is limited to the minimum amount remaining payable under either the primary insurance policy or excess insurance policy(ies);
- (2) the excess insurers shall simultaneously pay to the Named Insured one-half of the said amount which is in disagreement, and;
- (3) the payments by the Company hereunder and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments.

The arbitrators shall be three (3) in number, one of whom shall be appointed by the excess insurer(s) and one of whom shall be appointed by the Company and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the Company and the Named Insured, and that judgment upon such award may be entered in any court of competent jurisdiction.

- (4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

## **AB. LENDER'S LOSS PAYABLE**

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this Policy, shall be paid to the Payee named on the first page of this Policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this Policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended:
  - (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto;
  - (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this Policy by virtue of any mortgage or trust deed;
  - (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this Policy, including any and all riders now or hereafter attached thereto, by the Named Insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this Policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the Named Insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the Named Insured to pay any premium or additional premium which shall be or become due under the terms of this Policy or on account of any change in occupancy or increase in hazard not permitted by this Policy, the Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the Named Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever the Company shall pay to the Lender any sum for loss or damage under this Policy and shall claim that as to the Named Insured no liability therefore exists, the Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the Named Insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, the Company shall be liable under this Policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the Named Insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate the Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. The Company reserves the right to cancel this Policy at any time, as provided by its terms, but in such case this Policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This Policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss there under payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this Policy become vested in the Lender or its agents, insurance under this Policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the Named Insured under the terms and conditions of this Policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this Policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the Policy.

Approved: Board of Fire Underwriters of the Pacific; California Bankers' Association – Committee on Insurance

#### **AC. SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several, not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

#### **AD. LOSS PAYABLE PROVISIONS**

##### **A. LOSS PAYABLE**

For covered property in which both insured and a Loss Payee have an insurable interest, the Company will:

1. Adjust losses with the Named Insured, and;

2. Pay any claim for loss or their damage jointly to the Named Insured and the Loss Payee, as interests may appear.

## **B. LENDER'S LOSS PAYABLE**

1. The Loss Payee is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:
  - a. Warehouse receipts;
  - b. A contract for deed;
  - c. Bills of lading;
  - d. Financing statements or;
  - e. Mortgages, deeds of trust or security agreements.
2. For Covered Property in which both the Named Insured and a Loss Payee have an insurable interest:
  - a. The Company will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
  - c. If the Company deny the Named Insured claim because of the insured act or because the Named Insured have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
    - (1) Pays any premium due under this Coverage Part at the Company's request if the Named Insured have failed to do so;
    - (2) Submits a signed, sworn proof of loss within ninety (90) days after receiving notice from the Company of the Named Insured failure to do so, and;
    - (3) Has notified the Company of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If the Company pays the Loss Payee for any loss or damage and deny payment to the Named Insured because of the Named Insured acts or because the Named Insured have failed to comply with the terms of this Coverage Part:
  - (1) The Loss Payee's rights will be transferred to the Company to the extent of the amount the Company pays and;
  - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At the Company's option, the Company may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the Named Insured will pay the insureds' remaining debt to the Company

3. If the Company cancels this Policy, the Company will give written notice to the Loss Payee at least:

- a. Ten (10) days before the effective date of cancellation if the Company cancels for the insured non-payment of premium or;
  - b. Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.
4. If the Company elects not to renew this Policy, the Company will give written notice to the Loss Payee at least ten (10) days before the expiration date of this Policy.

#### **C. CONTRACT OF SALE**

1. The Loss Payee is a person or organization the Named Insured have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both the Named Insured and the Loss Payee have an insurable interest the Company will:
  - a. Adjust losses with the Named Insured and;
  - b. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear.
3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word “the Insured” includes the Loss Payee.

#### **AE. LOSS ADJUSTMENT SERVICES**

McLarens Young, International, 180 Montgomery Street, Suite 2100, San Francisco, California 94104-4231 is hereby authorized to represent the Company in the investigation and adjustment of any loss or damage under this Policy at the expense of the Company and without regard to the amount of loss or damage and/or applicable deductible if any.

However, the Company reserves the right to utilize other adjusting firms at its discretion.

#### **AF. SERVICE OF SUIT CLAUSE (USA) APPLICABLE TO EXCESS CARRIERS**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Named Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

1. Lloyd's America Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25<sup>th</sup> Floor, New York, NY 10017 in respect of Insurers identified in Security Details section as “Lloyd's Stamp:” followed by 4 digits.

Mendes and Mount, 750 Seventh Avenue, New York, NY 10019-6829 are the nominee in respect of any non-Lloyd's participation on this Contract.

Note FLWAService Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 are the nominee for CA (applicable to all markets except as noted below)

2. Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts, 02110 (applicable to Lexington Insurance Company)
3. XL Catlin Insurance Company UK Limited, LIRMA C7509: Sarah Mims, XL Global Services Inc., 505 Eagleview Boulevard, Exton, PA 19341

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NMA1998 (amended)

## **AG. DEFINITIONS**

### **1. OCCURRENCE**

Each occurrence is defined as a loss, incident or series of losses or incidents not otherwise excluded by this Policy and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. When the term applies to loss or losses from earthquake shock, flood and/or windstorm, the following provisions shall apply:

#### **a. Windstorm**

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy-two (72) hours during the term of this Policy, such windstorm shall be deemed to be a single windstorm within the meaning thereof. The Named Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. The Company shall not be liable for any loss occurring before the effective date and time of the Policy. The Company will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Policy provided that the first windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Policy.

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all windstorm losses sustained by the Named Insured during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable Authority in any other country or locality shall govern as to whether or

not a single atmospheric disturbance continued throughout the period at the location(s) involved.

**b. Flood**

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;
2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

such flood shall be deemed to be a single occurrence within the meaning of this Policy.

Should any time period referred to above extend beyond the expiration date of this Policy and commence prior to expiration, the Company shall pay all such flood losses occurring during such period as if such period fell entirely within the term of this Policy.

The Company shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of this Policy or commencing after the expiration date and time of this Policy.

Flood shall mean a general condition of partial or complete inundation of normally dry land area from:

1. overflow of inland or tidal water;
2. unusual and rapid accumulation or run off of surface waters from any natural source.

Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in 1. or 2. above.

**The definition of flood does not include ensuing loss or damage by fire, explosion, or sprinkler leakage.**

**c. Flood Zone A and V**

Flood zones A and V as referenced in this Policy is defined by FEMA as being inclusive of all 100-year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year.

**d. Earthquake Shock**

With respect to the peril of earthquake shock, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. The Named Insured may elect the moment from which each of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.

The Company shall not be liable for any loss caused by an earthquake shock occurring before the effective date and time of this Policy. The Company will be

liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this Policy provided that the first earthquake shock loss or damage within that one hundred sixty eight (168) hours occurs prior to the date and time of the expiration of this Policy.

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all earthquake shock losses sustained by the Named Insured during an elected period of one hundred sixty eight (168) hours arose out of, or were caused by a single earthquake shock, the stated opinion of the National Earthquake Information Center of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earthquake shock continued throughout the period at the locations involved.

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

## **2. PERSONAL PROPERTY OF OTHERS**

Means, any property (other than real property) belonging to others for which a Named Insured has assumed liability. This includes but is not limited to:

- Articles of Clothing
- Jewelry
- Sound Equipment
- Fine Arts (up to the sub-limit of unscheduled fine arts)
- EDP Media and Hardware
- Valuable Papers
- Portable Electronic Equipment
- Employee Tools

## **3. IMPROVEMENTS AND BETTERMENTS**

Means, additions or changes made by a Named Insured / lessee at their own expense to a building they are occupying that enhance the building's value.

## **4. INSURED LOCATION(S) means:**

1. The location(s) within the **Coverage Territory** described in the most recent Statement of Values held on file with the Alliant Insurance Services, Inc., Miscellaneous Unnamed Locations and locations as covered by the Errors and Omissions and Automatic Acquisition Additional Coverages;
2. Unless otherwise set forth in the Statement of Values, each such **Insured Location(s)** shall be comprised of any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by property lines, public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.

## 5. VALUABLE PAPERS AND RECORDS

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the Named Insured's data processing operations including the materials on which data is recorded.

## 6. TIER I WINDSTORM COUNTIES

| State          | Tier I Counties, Parishes or Independent Cities                                                                                                                                                                     |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alabama        | Baldwin, Mobile                                                                                                                                                                                                     |
| Connecticut    | Fairfield, Middlesex, New Haven, New London                                                                                                                                                                         |
| Delaware       | Entire State, All Counties                                                                                                                                                                                          |
| Florida        | Entire State, All Counties                                                                                                                                                                                          |
| Georgia        | Bryan, Camden, Chatham, Glynn, Liberty, McIntosh,                                                                                                                                                                   |
| Hawaii         | Entire State, All Counties                                                                                                                                                                                          |
| Louisiana      | Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion |
| Maine          | Cumberland, Hancock, Knox, Lincoln, Sagadahoc, Waldo, Washington, York                                                                                                                                              |
| Maryland       | Anne Arundel, Baltimore, Baltimore City, Calvert, Cecil, Dorchester, Harford, Kent, Queen Anne's, St. Mary's, Somerset, Talbot, Wicomico, Worcester                                                                 |
| Massachusetts  | Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk                                                                                                                                 |
| Mississippi    | Hancock, Harrison, Jackson                                                                                                                                                                                          |
| New Hampshire  | Rockingham, Strafford                                                                                                                                                                                               |
| New Jersey     | Atlantic, Burlington, Cape May, Cumberland, Middlesex, Monmouth, Ocean, Salem, Union                                                                                                                                |
| New York       | Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk                                                                                                                                                           |
| North Carolina | Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington                             |
| Rhode Island   | Entire State, All Counties                                                                                                                                                                                          |
| South Carolina | Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper                                                                                                                                                  |
| Texas          | Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kennedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy        |

| State    | Tier I Counties, Parishes or Independent Cities Continued                                                                                                                                                                                                                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Virginia | Accomack, Charles City, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Prince George, Suffolk City, Sussex, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York |

**7. TIER 2 WINDSTROM COUNTIES**

| State          | Tier II Counties, Parishes or Independent Cities                                                                             |
|----------------|------------------------------------------------------------------------------------------------------------------------------|
| Georgia        | Brantley, Charlton, Effingham, Long, Wayne                                                                                   |
| Louisiana      | Acadia, Ascension, East Baton Rouge, Iberville, Jefferson Davis, Lafayette, St. Martin (North), Washington, West Baton Rouge |
| Mississippi    | George, Pearl River, Stone                                                                                                   |
| North Carolina | Bladen, Duplin, Gates, Hertford, Lenoir, Martin, Pitt                                                                        |
| South Carolina | Florence, Marion, Williamsburg                                                                                               |
| Texas          | Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Wharton                                                  |

**AH. ADDITIONAL INSURED'S / LOSS PAYEES**

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with Alliant Insurance Services, Inc.

## SECTION V

### FINE ARTS

#### A. COVERAGE

This Policy insures against all risks of direct physical loss of or damage except as hereafter excluded occurring during the policy period to fine arts, which are the property of the Named Insured or the property of others in the custody or control of the Named Insured while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

##### 1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the Named Insured, or the property of others in the custody and control of the Named Insured, or in transit at the Named Insured's risk, and property in which the Named Insured shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the Named Insured. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the Named Insured, or in the care, custody or control of the Named Insured, and their frames, glazing and shadow boxes.

##### 2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the Named Insured's property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this Policy, whichever may occur first, except that expiration of this Policy shall not prejudice coverage of any risk then in transit.

#### B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;
2. Loss or damage caused by or resulting from:
  - a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;

- i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces or;
    - ii. by military, naval or air forces; or
    - iii. by an agent of any such government, power, authority or forces;
  - b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:
- a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and
  - b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on an Insured Location, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on an Insured Location.
4. Any dishonest, fraudulent or criminal act by the Named Insured, a partner therein or an officer, director employee or trustee thereof, whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

## **C. LOSS PAYMENT BASIS / VALUATION**

The valuation of each article of property covered by this Section shall be determined as follows:

- a. Property of the Named Insured shall be covered for and valued at the current fair market value of each article indicated on the books and records of the Named Insured prior to loss, according to the Named Insured's valuation of each object covered.
- b. Property of others loaned to the Named Insured and for which the Named Insured may be legally liable, or which the Named Insured has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the Named Insured and owner(s) as recorded on the books and records of the Named Insured prior to loss.
- c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the Company shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the Named Insured and the Company or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

## **D. SPECIAL CONDITIONS**

1. **Misrepresentation and Fraud:** This entire Section shall be void if, whether before or after a loss, the Named Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.
2. **Notice of Loss:** The Named Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
3. **Examination under Oath:** The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, Named Insured and others to submit to examination under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Named Insured or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Named Insured might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
4. **Settlement of Loss:** All adjusted claims shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.
5. **No Benefit to Bailee:** This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.
6. **Subrogation or Loan:** If in the event of loss or damage the Named Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Named Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Named Insured's name under the direction of and at the expense of the Company.
7. **Protection and Preservation of Property:** In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.
8. **Appraisal:** If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be

made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

9. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.
10. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the Named Insured from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.
11. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the Named Insured, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Named Insured(s) hereunder, but only as respects coverage afforded to said Named Insured's property.
12. Packing: It is agreed by the Named Insured that the property covered hereunder be packed and unpacked by competent packers.
13. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this Policy.
14. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Named Insured the full amount of the value of such set and the Named Insured agrees to surrender the remaining article or articles of the set to the Company.

## SECTION VI

### CONTRACTORS EQUIPMENT

#### A. COVERAGE

This Policy insures contractors equipment, whether self-propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature, and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

#### B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.
2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.
3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the Policy).
4. Loss or damage due to explosion arising from within steam boilers.
5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.
6. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.
7. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

8. Loss or damage caused by or resulting from:
  - a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack;
    - i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces or;
    - ii. any military, naval or air forces or;
    - iii. by an agent of any such government, power, authority or forces;
  - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

#### **C. PROPERTY EXCLUDED**

1. Automobiles, motorcycles, motor trucks, or parts thereof.
2. Buildings
3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.
4. Property that is located underground.
5. Property while waterborne except while being transported on any regular ferry.
6. The storage risk of property not owned or required to be insured by the Named Insured at an Insured Location, except where incidental to the regular or frequent use of the equipment or property.
7. Plans, blue prints, designs or specifications.

#### **D. LOSS PAYMENT BASIS / VALUATION**

On Contractors Equipment (whether self-propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on Replacement Cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

**E. SPECIAL CONDITIONS**

This section covers property only within the limits of the United States of America.  
It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

## **SECTION VII**

### **ACCOUNTS RECEIVABLE**

#### **A. COVERAGE**

This Policy covers the loss of or damage resulting from insured perils to the Named Insured's records of accounts receivable as defined below, occurring during the policy period.

#### **B. EXCLUSIONS**

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the Named Insured, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.
3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss which the Named Insured can prove through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.
4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

#### **C. LOSS PAYMENT BASIS / VALUATION**

When there is proof that a loss covered by this Policy has occurred but the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Insured's monthly statements and shall be computed as follows:

1. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
2. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;
3. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

4. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Insured. All unearned interest and service charges shall be deducted.

**D. DEFINITIONS:**

**ACCOUNTS RECEIVABLE**

1. All sums due to the Named Insured from customers provided the Named Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.
2. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.
3. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.
4. Other expenses, when reasonably incurred by the Named Insured, in re-establishing records of accounts receivable following such loss or damage.

## SECTION VIII

### UNMANNED AIRCRAFT

#### A. COVERAGE

This Policy insures against all risks of direct physical loss of or damage except as hereafter excluded occurring during the policy period to **Unmanned Aircraft**, that are usual to the Named Insured's business and that the Named Insured own or are required to insure, sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:

1. Listed on the schedule which is a part of this Policy or which is on file with the Company;
2. Unscheduled but for an amount not to exceed the limit shown on the Declarations

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

#### B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to **Unmanned Aircraft** from any external cause except as provided below.

1. Loss or damage due to the **Unmanned Aircraft** being **In Flight** or **In Motion** including during propulsion system startup or any time the propulsion system is operating.
2. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage, freezing or improper assemblage.
3. Loss or damage due to the weight of the load imposed on the **Unmanned Aircraft** exceeding the capacity for which such **Unmanned Aircraft** was designed.
4. Loss or damage to tires except where such loss or damage is caused by fire, theft, windstorm or vandalism or is the direct result of physical damage covered by this Policy.
5. Loss or damage to **Unmanned Aircraft** while being worked upon except for direct loss or damage caused by resulting fire or explosion.
6. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.
7. Loss or damage due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Unmanned Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Unmanned Aircraft**, nor for any loss or damage during or resulting therefrom.
8. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.

9. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.
10. Loss or damage caused by or resulting from:
  - a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,
    - i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
    - ii. any military, naval or air forces; or
    - iii. by an agent of any such government, power, authority or forces;
  - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

#### C. **PROPERTY EXCLUDED**

1. **Unmanned Aircraft** that are located in underground mines, caverns or underground storage facilities.
2. **Unmanned Aircraft** while waterborne except while being transported on any regular ferry.
3. The storage risk of **Unmanned Aircraft** not owned or required to be insured by the Named Insured at an Insured Location, except where incidental to the regular or frequent use of the equipment or property.

#### D. **LOSS PAYMENT BASIS / VALUATION**

On **Unmanned Aircraft**, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the **Unmanned Aircraft**. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation other than Replacement Cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

#### E. **SPECIAL CONDITIONS**

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

## F. DEFINITIONS

### 1. UNMANNED AIRCRAFT

Means a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, is recoverable and in some cases can carry a non-lethal payload including the propulsion system and equipment usually installed in the vehicle (1) while installed in the vehicle, (2) while temporarily removed from the vehicle and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

### 2. IN FLIGHT

Means, with respect to fixed wing **Unmanned Aircraft**, the time commencing with the actual take-off run or launch and continuing thereafter until it has completed its landing run; or capture; and if the **Unmanned Aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing; and if the **Unmanned Aircraft** is a balloon, while it is inflated or being inflated or deflated.

### 3. IN MOTION

Means while the **Unmanned Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In Flight** and, if the **Unmanned Aircraft** is a rotorcraft, any time the rotors are rotating or while it is **In Flight** and, if the **Unmanned Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight**.

## SECTION IX

### BOILER AND MACHINERY BREAKDOWN EXTENSION

#### 1. Perils Insured

In consideration of the premium paid and subject to the terms, conditions and Exclusions of the Policy to which this Extension is attached, and to the following terms and conditions, this Insurance is extended to cover direct damage to Covered Property caused by a Covered Cause of Loss.

#### 2. Additional Coverage

##### (a) Hazardous Substance

The additional expense incurred for cleanup, repair or replacement or disposal of damaged, contaminated or polluted Covered Property as a result of an Accident, which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage “Additional expense” means any expense that would not have incurred, if no substance hazardous to health had been involved in the accident

##### (b) Ammonia Contamination

The loss, including salvage expense, incurred with respect to damage by ammonia contacting or permeating Covered Property under refrigeration or in process requiring refrigeration, as a result of any one Accident to one or more Objects. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

##### (c) Water Damage

The loss, including salvage expense, with respect to Covered Property damaged by water, resulting from any one Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

##### (d) Media Coverage

The loss to all forms of electronic, magnetic and optical tapes and discs used in any electronic computer or electronic data processing equipment directly damaged by an Accident to an Object. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage, the valuation basis for “Media” is as follows:

- i. For “Media” that are mass-produced and commercially available, at the Replacement Cost.
- ii. For all other “Media”, at the cost of blank material for reproducing the records.

##### (e) Consequential Damage

The “Consequential Damage” to refrigerated and frozen goods of the Named Insured or for which the Named Insured is legally liable or under the Named Insured’s care, custody or control caused solely by an Accident to an Object. For the purpose of this coverage, “Consequential Damage” is defined as loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(f) Utility Interruption

The loss caused by an Accident to an Object that is owned, operated or controlled by a public or private entity that the Named Insured has contracted with to furnish them with electrical utility service including all direct electrical suppliers. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(g) CFC Refrigerants and Halon

The replacement of any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment or Halon used in a fire suppression system due to an “Accident” to an Object.

(h) Ordinance or Law

If an Accident to an Object at an Insured Location damages a building that is “Covered Property”, the Company will pay for

- i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:
  - a. Requires the demolition of parts of the same building not damaged by the Accident to an Object; or
  - b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.
- ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.
- iii. Increased Cost of Construction, meaning the increased cost to:
  - a. Repair or reconstruct damaged portions of the building; and
  - b. Reconstruct or remodel undamaged portions of the building whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But the Company will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.

Insurance under this section only applies with respect to ordinance or law that is in force at the time of the Accident to an Object. Insurance under this section does not apply to:

- a. Costs associated with the enforcement of any ordinance or law which requires any Named Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of substances declared to be hazardous to health by a governmental agency; or
- b. Loss due to any ordinance or law that:

- i. The Named Insured was required to comply with before the Accident to an Object even if the building was undamaged; and
- ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

### **3. Definition of Accident**

Accident shall mean a sudden and accidental breakdown of the Object, or a part thereof, which manifests itself at the time of its occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

- a. depletion, deterioration, corrosion, or erosion of material;
- b. wear and tear;
- c. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- d. the breakdown of any vacuum tube, gas tube or brush;
- e. the breakdown of any structure or foundation supporting the Object or any part thereof;
- f. the functioning of any safety device or protective device.

### **4. Definition of Object**

Except as otherwise specifically designated herein, Object as described below shall mean any equipment or apparatus which is owned by, leased by or operated under the control of the Named Insured subject to the Exclusions and Special Provisions specified herein:

- a. Any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents, any refrigerating and air conditioning vessels, or any piping and its accessory equipment, but such Object shall not include:
  - i. Any boiler setting, any insulating or refractory material,
  - ii. Any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than
    - a. Feed water piping between any boiler and its feed pumps or injectors
    - b. Boiler condensate returning piping
- b. Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power, but Object shall not include
  1. Any structure or foundation other than a bedplate of a machine,
  2. Any vehicle, elevator, crane, hoist, power shovel or drag line, but not excluding any electrical equipment used with said machine or apparatus,
  3. Any refractory material, or
  4. Any penstock or draft tube.

### **5. Covered Cause of Loss**

A Covered Cause of Loss is an "Accident" to an Object insured hereon. An Object must be in use or connected ready for use at the time of the Accident.

## **6. Covered Property**

Covered Property, as used in this Extension, means any property not otherwise excluded in this Policy that:

- a. The Named Insured owns; or
- b. Is in the Named Insured's care, custody or control and for which they are legally liable

## **7. Special Provisions**

- a. As respects any boiler, fired or unfired vessel, refrigerating system or piping, the Company shall not be liable for loss from an Accident while said Object is undergoing a hydrostatic, pneumatic or gas pressure test that exceeds manufacturers recommended limits.
- b. As respects any boiler of fired vessel, the Company shall not be liable for loss from an explosion of gas or unconsumed fuel within the furnace of such Object or within the passages from the furnace to the atmosphere, whether or not such explosion (a) is contributed to or aggravated by an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by any Accident to any Object, or part thereof, nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion.
- c. As respects any unfired vessel which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such vessel shall be considered as "connected ready for use" within the terms of this Extension of the Policy.
- d. As respects any Object or part of an Object that is being dismantled, reassembled or is in storage, will be considered as "connected ready for use" within the terms of this Extension of the Policy.
- e. As respects any gas turbine of the internal combustion type, (a) the combustor or such Object shall not be considered to be a "furnace" as the word is used in the Definition of Accident or in Special Provision 2 above and (b) the Definition of Accident shall not mean the cracking of any part of the Turbine exposed to the production of combustion.
- f. As respects new turbine generator units, coverage shall not apply until the unit has been contractually accepted by the Named Insured, that all tests required by the contractor have been performed and satisfied and the unit has been placed in commercial operation.

## **8. Valuation**

- a. The Company will pay the Named Insured the amount the Named Insured spends to repair or replace the property directly damaged by an Accident. The Company payment will be the smallest of:
  - 1) The Limit of Insurance;
  - 2) The cost at the time of the Accident to repair the damaged property with property of like kind, capacity, size and quality;
  - 3) The cost at the time of the Accident to replace the damaged property on the same site with other property;

- a) Of like kind, capacity, size and quality; and
  - b) Used for the same purpose
- 4) The amount the Named Insured actually spends that is necessary to repair or replace the damaged property.
- b. As respects any Object if the cost of repairing or replacing only a part of the Object is greater than:
  - 1) the cost of repairing the Object; or
  - 2) the cost of replacing the entire Object on the same site;

The Company will pay only the smaller of (1) or (2). The repair parts or replacement Object must be:

  - 1) of like kind, capacity, size and quality; and
  - 2) used for the same purpose.
- c. The Company will not pay:
  - 1) if the loss or damage is to property that is obsolete or useless to the Named Insured; or
  - 2) for any extra cost if the Named Insured decides to repair or replace the damaged property with property of a better kind or quality or of larger capacity,
- d. If the Named Insured does not repair or replace the damaged property within 18 months after the date of the Accident then the Company will pay on the smaller of the:
  - 1) cost it would have taken to repair; or
  - 2) actual cash value;

at the time of the “accident”.

Paragraph (d) does not apply to any time period beyond the 18 months that the Company agrees to in writing.

- e. As respects CFC (chlorofluorocarbon) refrigerant or Halon, the following valuation basis is applicable:
  - 1) If the CFC refrigerant or Halon is replaceable, the Named Insured may, at their option, elect to:
    - a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or Halon subject to it being of like kind, capacity, size and quality and used for the same purpose; or
    - b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

- i. Refrigeration or air conditioning equipment that uses an approved non - CFC refrigerant; or
- ii. A fire suppression system that uses an approved non – Halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the Accident or within any extended time period that the Company agrees to in writing.

If Option 1) b) above is elected, the Company will not pay more than the least of the following amounts:

- a) The Limit of Insurance;
- b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;
- c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;
- d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant; or
- e) One hundred twenty-five percent (125%) of the amount the Company otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

f. If the CFC refrigerant or Halon is not replaceable and:

- 1) The Named Insured repairs or replaces the damaged equipment within 18 months after the date of the Accident or within any extended time that the Company agrees to in writing, the Company will pay the least of the following amounts:
  - a) The Limit of Insurance;
  - b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;
  - c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

- d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant.
- 2) If the Named Insured does not replace the damaged equipment within 18 months after the date of the Accident or within the extended time period that the Company agrees to in writing, the Company will not pay more than the lesser of:
  - a) The amount that the Company would have paid if repair or replacement of the damaged equipment had been made as determined in F 1 above; or
  - b) The actual cash value of the damaged equipment at the time of the Accident.
- g. As respects Insurance under Ordinance and Law, the most the Company will pay as a result of any one Accident for:
  - a) Loss to the Undamaged portion of the building is included in the Limit of Insurance that otherwise applies to the damaged building. But in no event will the amount the Company pay for loss to the building, including the loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:
    - i. The amount that the Named Insured actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
    - ii. The actual cash value of the building at the time of loss if the building is not repaired or replaced.
  - b) Demolition and Increased Cost of Construction is USD as per Declaration Page, subject to the following:
    - i. With respect to the coverage provided for Demolition Cost, the Company will not pay more than the amount the Named Insured actually spend to demolish and clear the site of the undamaged parts of the building;
    - ii. With respect to the coverage provided for Increased Cost of Construction:
      - (a) The Company will not pay for the Increased Cost of Construction:  
  
Until the building is actually repaired or replaced at the same or another premises; and  
  
Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. The Company may extend this period in writing during the 18 months.
      - (b) If the building is repaired or replaced at the same location, or if the Named Insured elect to rebuild at another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the same location.

- (c) If the ordinance or law requires relocation to another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the new location.
- h. If a claim or “suit” is brought against the Named Insured alleging that the Named Insured is liable for damage to property of another that was caused by an Accident to an Object, the Company will either:
  - 1. Settle the claim or “suit”, or
  - 2. Defend the Named Insured against the “suit” but reserve the right for themselves to settle at any point.

## **9. Exclusions**

- a. To loss:
  - 1) from explosion of an Object other than:
    - a) Any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
    - b) Any machine when such loss is caused by centrifugal force or mechanical breakdown,
- b. Nuclear reaction or radiation or radioactive contamination however caused, however this exclusion shall not apply to nuclear medicine at covered hospitals,
- c. From fire concomitant with or following an Accident.
- d. From an Accident caused directly or indirectly by fire
- e. From a combustion explosion outside the Object concomitant with or following an Accident,
- f. From an Accident caused directly or indirectly by a combustion explosion outside an Object

## **10. Conditions:**

- a. Inspection

The Company shall be permitted but not obligated to inspect the Named Insured’s property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

- b. Suspension

Upon the discovery of a dangerous condition with respect to any Object, Alliant Insurance Services, Inc., may immediately suspend the insurance, with respect to an Accident to said Object, by written notice mailed or delivered to the Named Insured at the address of the Named Insured stated in the Declaration Page, or at the location of the Object, as stated for it in a schedule or endorsement. The insurance so suspended may be reinstated by the Company but only by an endorsement issued to form a part of this Policy. The Named

Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata for the period of suspension.

c. Notice of Accident and Adjustments

When an Accident occurs, written notice shall be given to the Company as soon as practicable. The Company shall be given like notice of any claim made on account of such Accident. The Company or their representative shall have reasonable time and opportunity to examine the property, and the Insured Location of Risk, before repairs are undertaken or physical evidence of the Accident is removed, except for protection or salvage. Proof of loss shall be made in such form as the Company may require. If suit is brought against the Named Insured for loss to which this Section of the Policy is applicable, any summons or other process served upon the Named Insured shall be forwarded immediately to the Company.

d. Deductible

In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risk policy that this Extension attached to, the deductible to be applied to the total loss shall be the highest applicable deductible.

**PROGRAM AND/OR NAMED INSURED AND/OR DECLARATION SPECIFIC  
ENDORSEMENTS TO BE PROVIDED AFTER THE ABOVE PAGE**

## ENDORSEMENT 1

### CANCELLATION CLAUSE AMENDMENT DUE TO FINANCIAL STRENGTH DOWNGRADE ENDORSEMENT

It is hereby understood and agreed that Section IV, General Conditions, Clause N, Cancellation of this Policy is amended.

This endorsement modifies insurance provided by the Policy:

The Cancellation Provision, Cancellation Condition, or Cancellation Clause, whichever is applicable, is amended by adding the following paragraph to the end thereof:

Notwithstanding any other terms or conditions of this Policy to the contrary, in the event that the financial strength rating of the **Company** is downgraded to: (1) below A- by A.M. Best Co., or (2) below BBB by Standard & Poor's Ratings Services (hereinafter, the **Credit Rating Downgrade**), this Policy may be canceled by the **FIRST NAMED INSURED** by mailing prior written notice to the Company or by surrender of this Policy to the **Company**.

If this Policy is canceled by the **First Named Insured** due to such **Credit Rating Downgrade**, then the **Company** shall return the unearned pro rata proportion of the premium as of the effective date of cancellation and shall waive any minimum earned premium requirement specified herein.

The following definitions apply to this endorsement:

1. **Company** means Lexington Insurance Company.
2. **First Named Insured** means the first Named Insured as shown on the Declarations page of this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## **ENDORSEMENT 2**

### **COVERAGE TERRITORY ENDORSEMENT**

This endorsement modifies insurance provided by the Policy:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

PR4225 (07/13)

## **ENDORSEMENT 3**

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

**(Applies worldwide)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918  
08/10/2001

## **ENDORSEMENT 4**

### **COMMUNICABLE DISEASE EXCLUSION**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**All other terms, conditions and exclusions of the policy remain the same.**

LMA5393  
25 March 2020

## **ENDORSEMENT 5**

### **PROPERTY CYBER AND DATA ENDORSEMENT**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

#### **Definitions**

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

- 7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
- 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means:
- 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the insured or nay other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400

11 November 2019



## **IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### **IMPORTANT NOTICE:**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.**
- 7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

**D-2 (Effective January 1, 2020)**



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

#### DECLARATIONS

SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. PLEASE READ IT CAREFULLY.

**Policy Number:** ISPILLSCAZ0U001

**Renewal of Policy Number:** NEW

**Item 1. Named Insured & Mailing Address:** APIP Cyber and Pollution Programs, Inc.  
325 E. Hillcrest Dr. Suite 250  
Thousand Oaks, CA 91360

**Item 2. Broker & Mailing Address:** Alliant Specialty Insurance Services, Inc.  
6312 S. Fiddlers Green Circle  
Suite No 550E  
Greenwood Village, CO 80111

**Item 3. Policy Period:** **Effective:** July 01, 2021 **Expiration:** July 01, 2022  
12:01 a.m. standard time at the address of the **Named Insured** as shown above.

**Item 4. Policy Aggregate Limit:** \$25,000,000

This Policy includes only those Coverages, as stated in Section I, of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appear for a particular Coverage below, that Coverage has not been purchased and does not apply. The descriptions in parenthesis are for convenience purposes only. Please read the Policy for the actual terms and conditions of a particular Coverage.

| Item 5.                                                           | COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES: |                        |                             |
|-------------------------------------------------------------------|------------------------------------------------------|------------------------|-----------------------------|
| Coverage                                                          | Deductible-<br>Each Incident                         | Each Incident<br>Limit | Coverage Aggregate<br>Limit |
| A.1. a. (Remediation Expenses -Onsite<br>Pre-Existing Conditions) | Not Offered                                          | Not Offered            | Not Offered                 |
| A.1.b. (Remediation Expenses – Onsite<br>New Conditions)          | \$250,000                                            | \$2,000,000            | \$25,000,000                |
| A.2.a. (Remediation Expenses -Offsite<br>Pre-Existing Conditions) | Not Offered                                          | Not Offered            | Not Offered                 |
| A.2.b. (Remediation Expenses -Offsite<br>New Conditions)          | \$250,000                                            | \$2,000,000            | \$25,000,000                |
| B. (Emergency Response Expenses)                                  | \$250,000                                            | \$2,000,000            | \$25,000,000                |
| C.1.a. (Third Party Claims - Onsite Pre-<br>Existing Conditions)  | Not Offered                                          | Not Offered            | Not Offered                 |

|        |                                                        |             |             |              |
|--------|--------------------------------------------------------|-------------|-------------|--------------|
| C.1.b. | (Third Party Claims - Onsite New Conditions)           | \$250,000   | \$2,000,000 | \$25,000,000 |
| C.2.a. | (Third Party Claims - Offsite Pre-Existing Conditions) | Not Offered | Not Offered | Not Offered  |
| C.2.b. | (Third Party Claims - Offsite New Conditions)          | \$250,000   | \$2,000,000 | \$25,000,000 |
| D.1.   | (Transportation – Pre-Existing Conditions)             | Not Offered | Not Offered | Not Offered  |
| D.2.   | (Transportation – New Conditions)                      | \$250,000   | \$2,000,000 | \$25,000,000 |
| E.     | (Waste Disposal Activities)                            | \$250,000   | \$2,000,000 | \$25,000,000 |

| Coverage                                                | Deductible (Days) | Business Interruption (Days) Limit | Business Interruption (\$) Limit |
|---------------------------------------------------------|-------------------|------------------------------------|----------------------------------|
| F.1. (Business Interruption – Pre-Existing Conditions ) | Not Offered       | Not Offered                        | Not Offered                      |
| F.2. (Business Interruption – New Conditions )          | 5                 | 365                                | \$25,000,000                     |

**Item 6.**

**Policy Premium:**

[REDACTED]

**Premium for Acts of Terrorism (TRIA):**

[REDACTED]

**Total Premium (Including TRIA):**

[REDACTED]

*Compliance with all surplus lines placement requirements, including stamping the Policy and collection and payment of surplus lines taxes, is the responsibility of the broker.*

- Item 7. Minimum Earned Premium:** 100%
- Item 8. Intended Use:** Public entities and municipalities and associated operations
- Item 9. Covered Property(ies):** See *Covered Properties Definition Amendatory Endorsement*
- Item 10. Waste Disposal Activities Retroactive Date:** July 01, 2011
- Item 11. Separation Date Between Pre and New Conditions Coverage:** July 01, 2011
- Item 12. Policy Coverage Form:** IE.COV.SPILLS.SEL.001 (1111) Select Coverage Form  
**Endorsements:** See SCHEDULE OF ENDORSEMENTS

Date: July 14, 2021  
MO/DAY/YR.

  
Authorized Representative

**Named Insured:** APIP Cyber and Pollution Programs, Inc.

**Policy Number:** ISPILLSCAZ0U001

**Effective 12:01 AM:** July 01, 2021

## **SCHEDULE OF ENDORSEMENTS**

### **Endorsement number - Form Number – Edition Date – Form Name**

1. Service of Suit Clause - California - SC-7 (11\_19)
2. IRON.END.ALL.016 (0419) Insurer Address Change
3. IE.PN.ALL.002 (1019) Claim and Notice Reporting
4. ADM-OFAC-0419 - Sanction Limitation and Exclusion Clause
5. ISIC CN001 CA (Ed. 01 20) California - Cancellation and Nonrenewal
6. TRIA-E002-0315 Cap on Losses From Certified Acts of Terrorism
7. TRIA-N004-0420 Disclosure - Terrorism Risk Insurance Act
8. IE.END.SPILLS.001 (0818) Disinfection Event Expenses Endorsement
9. IE.END.SPILLS.ALL.047 (0520) COVID-19 Exclusion
10. MANUSCRIPT: [REDACTED]
11. IE.END.SPILLS.ALL.001 (1120) Additional Insured
12. IE.END.SPILLS.ALL.039 (1120) Waiver of Subrogation
13. IE.END.SPILLS.ALL.026 (0818) Prior Claims Exclusion
14. MANUSCRIPT: Covered Property Definition Amendatory Endorsement
15. MANUSCRIPT: Exclusions Endorsement
16. MANUSCRIPT: Limits of Liability and Deductible Amendatory Endorsement
17. MANUSCRIPT: Asbestos and Lead Based Paint Exclusion Amendatory Endorsement
18. MANUSCRIPT: Choice of Forum/Law Deletion Endorsement
19. MANUSCRIPT: Retroactive Date Endorsement
20. MANUSCRIPT: Coverage Amendatory Endorsement
21. MANUSCRIPT: Capital Improvement Exclusion
22. MANUSCRIPT: Voluntary Site Investigation Exclusion
23. MANUSCRIPT: Conditions Amendatory Endorsement
24. MANUSCRIPT: Per Named Insured Aggregate Endorsement
25. MANUSCRIPT: Underground Storage Tanks Exclusion Amendatory Endorsement
26. MANUSCRIPT: Excess of Tank Fund Endorsement
27. MANUSCRIPT: Non-Owned Disposal Sites Definition Amendatory Endorsement
28. MANUSCRIPT: Loss Definition Amendatory Endorsement
29. MANUSCRIPT: Products Pollution and Exposure Liability Endorsement
30. MANUSCRIPT: Contractors Environmental Legal Liability (CELL) Endorsement
31. MANUSCRIPT: Other Insurance Condition Amendatory Endorsement
32. MANUSCRIPT: Image Restoration Expenses Endorsement
33. MANUSCRIPT: Extended Reporting Period Amendatory Endorsement

## **CALIFORNIA CONSUMER SERVICES NOTICE**

Your policy has been issued by:

**Ironshore Specialty Insurance Company  
175 Berkeley Street  
Boston, MA 02116**

If you are having problems, you can contact **Ironshore Specialty Insurance Company** at the following address and telephone number:

**175 Berkeley Street  
Boston, MA 02116  
(877) IRON-411**

**THE FOLLOWING ADDRESS AND TOLL-FREE TELEPHONE NUMBER ARE AVAILABLE FOR YOUR USE IN THE EVENT A SATISFACTORY SOLUTION CANNOT BE OBTAINED FROM YOUR INSURANCE AGENT OR COMPANY REGARDING ANY PROBLEMS YOU MAY EXPERIENCE:**

**THE DEPARTMENT OF INSURANCE  
CONSUMER SERVICES  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013  
1-800-927-HELP**



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 1

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SERVICE OF SUIT CLAUSE – CALIFORNIA

This endorsement modifies insurance provided under the following:

#### ALL COVERAGE PARTS IN THIS POLICY

The Ironshore Specialty Insurance Co. hereby appoints the Corporation Service Company (which will be doing business in California as CSC-Lawyers Incorporating Service), 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505 as the agent of Ironshore Specialty Insurance Co. in and for the State of California, upon whom all lawful process may be served in any action, "suit" or proceeding instituted in the said State by or on behalf of any insured or beneficiary against the Ironshore Specialty Insurance Co., arising out of the insurance policy to which this provision is attached. A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Ironshore Specialty Insurance Co., 175 Berkeley Street, Boston, MA 02116.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 2

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### INSURER ADDRESS CHANGE

It is hereby understood and agreed that the street address of the Insurer's main administrative office and mailing address is changed to:

175 Berkeley Street  
Boston, MA 02116

The street address for the Representative of the Insurer and Notice of Claim reporting is changed to:

c/o Ironshore Insurance Services LLC.  
28 Liberty Street, 5<sup>th</sup> Floor  
New York, NY 10005

The street address for the Service of Process/Suit provision in this policy is changed to:

175 Berkeley Street  
Boston, MA 02116

For the purposes of this endorsement:

1. "Insurer" means the "Insurer", "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
2. "Notice of Claim reporting" means any "notice of claim/circumstance", "notice of loss", "notice of wrongful act", or other such reference in the policy designated for the reporting of claims, loss, acts, occurrences or situations that may give rise or result in loss under this policy.
3. "Policy" means the policy, bond or other insurance product to which this endorsement is added.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

July 14, 2021  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 3

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CLAIM AND NOTICE REPORTING

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

**POSTAL SERVICE to:**

Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005

**E-MAIL to:**

[USClaims@ironshore.com](mailto:USClaims@ironshore.com)

**FAX to:**

646-826-6601

By phone via:

**24 Hour Claims Phone Number:**

(888) 292-0249

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 4**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021  
Date



## **IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### **Endorsement # 5**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CALIFORNIA – CANCELLATION AND NONRENEWAL**

### **THE CANCELLATION PROVISIONS OF THIS POLICY ARE REPLACED BY THE FOLLOWING:**

#### **Cancellation**

- a. The first named insured shown in the declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
2. 10 days before the effective date of cancellation if we discover fraud; or
3. 30 days before the effective date of cancellation if we cancel for any other reason.

- c. Cancellation of policies in effect for 60 days or more.

1. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving the first named insured written notice of cancellation at least:

- (i) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Discovery of fraud or material misrepresentation by an insured in obtaining the policy or in perfecting any claim under the policy;

- (ii) 30 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against;
- (b) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against;
- (c) Failure by you to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against;

- (d) A determination by the Commissioner of Insurance that the:
    - (1) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency;
    - (2) Continuation of the policy coverage would place us in violation of California law or the laws of the state where we are domiciled; or threaten our solvency;
  - (e) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy;
  - (f) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies;
  - (g) Cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse; or
  - (h) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.
- 2. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in paragraph c.1. above.
  - 3. If we cancel for nonpayment of premium, the first named insured may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
- d. We will give notice to first named insured at the last mailing address known to us.
  - e. Notice of cancellation will state the specific reason for cancellation and the effective date of cancellation. The policy period will end on that date.
  - f. If this policy is cancelled, we will send the first named insured any premium refund due. If we cancel, the refund will be pro rata. If the first named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. Notice of cancellation will state that the excess premium (if not tendered) will be refunded on demand.
  - g. If notice is mailed, proof of mailing will be sufficient proof of notice.

The **Nonrenewal** provisions of this policy are replaced by the following which supersedes any provision to the contrary:

#### **Nonrenewal**

This policy may be non-renewed for any reason. If we elect not to renew this policy, we will mail or deliver written notice of non-renewal to the named insured at the address shown on this policy and to the named insured's agent of record, if any, at least 60 days, but not more than 120 days, before the expiration date. The notice of non-renewal will include a statement of the reason for non-renewal.

We are not required to send notice of nonrenewal in the following situations:

- a. In the event of nonpayment of premium;
- b. In the event the named insured fails to pay any advance premium required for renewal;
- c. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group;
- d. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with the **Nonrenewal** provision above;
- e. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain coverage;
- f. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed;
- g. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period; or
- h. If we have made a written offer to the first Named Insured to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Anne G. Ho", written over a horizontal line.

Authorized Representative

July 14, 2021  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 6

**Policy Number:** ISPILLSCAZOU001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the above captioned policy.

### A. Cap on Certified Act of Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

July 14, 2021

Date



## **IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### **Endorsement # 7**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **DISCLOSURE – TERRORISM RISK INSURANCE ACT**

### **THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.**

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

#### **Disclosure of Premium**

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

#### **Federal Participation In Payment Of Terrorism Losses**

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

Beginning calendar year 2020, the Federal Share is 80% and Program Trigger is \$200,000,000.

#### **Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Anne G. Ho", written over a horizontal line.

Authorized Representative

July 14, 2021  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 8

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DISINFECTION EVENT EXPENSES ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section I. **COVERAGE GRANTS**:

### DISINFECTION EVENT EXPENSES

To pay on behalf of the **Insured**, **Disinfection Expenses** arising from a **Disinfection Event**, provided that:

1. The **Disinfection Event** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Disinfection Event** happens when a **Responsible Insured** first becomes aware of the **Disinfection Event**; and
  2. The **Insured** reports the **Disinfection Event** to the Company, in writing, in according with Section IV., Paragraph B.
2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the Declarations is amended to include the following:

| Coverage                      | Deductible-Each Incident | Each Incident Limit | Coverage Aggregate Limit |
|-------------------------------|--------------------------|---------------------|--------------------------|
| (Disinfection Event Expenses) | \$250,000                | \$100,000           | \$100,000                |

3. The exclusion **INSURED'S NON-COMPLIANCE** set forth in Section III. **EXCLUSIONS – ALL COVERAGES** is deleted in its entirety and replaced with the following:

### INSURED'S NON-COMPLIANCE

Any **Pollution Incident**, **Remediation Expenses** or **Disinfection Event** that result from any **Responsible Insured's** intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to non-compliance based upon:

1. The **Insured's** good faith reliance upon written advice of qualified counsel received in advance of such non-compliance; or
  2. An **Insured's** reasonable efforts to mitigate a **Pollution Incident** that necessitates immediate action, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement.
4. Paragraph **B.** set forth in Section **IV. CLAIMS AND NOTICE PROVISIONS** is deleted in its entirety and replaced with the following:
- B.** In the event that **Emergency Response Expenses** or **Disinfection Expenses** are incurred, the **Insured** must provide, in writing, all available information relating to such **Emergency Response Expenses** or **Disinfection Expenses** and the **Pollution Incident** or **Disinfection Event** giving rise thereto to the Company within fourteen (14) days of commencement of the **Pollution Incident** or **Disinfection Event**. Such information shall include all applicable information detailed in Paragraph **A.** of this Section.
5. Item **4.** of the paragraph titled **OTHER INSURANCE** set forth in Section **VII. CONDITIONS** is deleted in its entirety and replaced with the following:
- 4.** Solely with respect to **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter, Legionella** or a **Disinfection Event**, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter, Legionella** or a **Disinfection Event**, if any, that exceeds the total amount of such other insurance.
6. The following are added to Section **IX. DEFINITIONS** of the Policy:
- Disinfection Event** means any case or series of cases of communicable virus, bacteria or disease that requires reporting of such case or series of cases to any local, state or federal governmental or public health agency or entity. **Disinfection Event** does not include **Pollution Incidents**.
- Disinfection Expenses** means reasonable fees and costs incurred by the **Insured** to clean and disinfect a **Covered Property** after any **Disinfection Event**, provided that such fees and costs are incurred within thirty (30) days of discovery of the **Disinfection Event**. Discovery of a **Disinfection Event** occurs when a **Responsible Insured** first becomes aware of the **Disinfection Event**.
7. With respect to coverage provided under this endorsement only, the following is added to the definition of **Loss** set forth in Section **IX. DEFINITIONS**:
- Loss** shall also include **Disinfection Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

July 14, 2021

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 9**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVID-19 EXCLUSION**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to Section III. **EXCLUSIONS – ALL COVERAGES:**

**COVID-19**

The disease known as Coronavirus disease 19 or COVID-19, or any other condition, disease or sickness caused by the virus responsible for COVID-19 or by any mutation of that virus.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021  
Date



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 14, 2021  
Date

[REDACTED]



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

Endorsement # 11

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

To the extent required by written contract, provided that such contract was entered into prior to the discovery of the **Pollution Incident** giving rise to **Loss, Business Interruption Expenses** or **Extra Expenses**, the entity(s) scheduled below is (are) included as additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:

1. Solely to the additional insured's liability arising out of the **Named Insured's** ownership, operation, maintenance or use of the **Covered Property(ies)**; and
2. Only if the additional insured is named in a suit as a co-defendant with the **Named Insured**, alleging the additional insured is liable on the basis described in paragraph 1. above.

Schedule of Additional Insured(s)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"><li>1. All corporations, limited partnerships, limited liability partnerships, limited liability companies or other business entities or associations, other than joint ventures and general partnerships, as now or may hereinafter exist during the policy period, in which a <b>Named Insured</b> maintains an ownership interest;</li><li>2. All joint ventures or general partnerships, as now or may hereinafter exist during the policy period, to which a named insured is a party, but only to the extent of the <b>Named Insured's</b> legal responsibility for the vicarious liability of such joint venture or general partnership; and</li><li>3. All counterparties of a <b>Named Insured</b> where such status as an additional insured is required by a written contract that has been executed between the <b>Named Insured</b> and such counterparty prior to the relevant claim or first party claim to which this insurance applies.</li><li>4. If any <b>Named Insured</b> pursuant to this Policy is a Public Entity, the following entities are additional insureds:<ol style="list-style-type: none"><li>a. A governmental agency or subdivision, department, municipal body, commission or board, or a not-for profit corporation which is owned or controlled by any <b>Named Insured</b>;</li><li>b. An individual while acting in the capacity as a director of, officer of, trustee of, employee of, temporary or leased worker of, or staff member of, any <b>Named Insured</b>;</li><li>c. A volunteer, but solely while acting within the scope of such duties and at the direction of any <b>Named Insured</b>;</li></ol></li></ol> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- d. A paramedic or emergency technician, but solely while acting within the course and scope of employment or while acting as a volunteer pursuant to the direction of any **Named Insured**;
  - e. An elective or appointive officer or a member of any such commission, board or agency of any **Named Insured** but solely while acting within the scope of duties as such; or
  - f. A joint venture or partnership, including a mutual assistance pact, joint powers agreement or similar association, but only with respect to the conduct of the business of any named Insured on behalf of that entity or association and only to the extent of such **Named Insured's** participation or interest in that entity or association.
5. If the **Named Insured** is an Educational Entity, the following persons or entities are additional insureds, individually and collectively, when acting solely within the scope of their duties, office, or employment for, and pursuant to the supervision of, any **Named Insured**:
- a. Members of the School Board;
  - b. Officers;
  - c. Employees;
  - d. Temporary or Leased Workers;
  - e. Authorized individual volunteers; or
  - f. Student Body Organizations pursuant to the jurisdiction of the governing board, but only while pursuant to the supervision required by the governing board.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 14, 2021  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

Endorsement # 12

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to the paragraph entitled **SUBROGATION** set forth in Section **VII. CONDITIONS**:

Notwithstanding anything to the contrary in this Paragraph, the Company hereby expressly waives any rights of subrogation against the following:

To the extent required by written contract, provided that such contract was entered into prior to the discovery of the **Pollution Incident** giving rise to **Loss, Business Interruption Expenses** or **Extra Expenses**, each of the following:

Any Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

July 14, 2021

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 13**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIOR CLAIMS EXCLUSION**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to **SECTION III. EXCLUSIONS – ALL COVERAGES:**

**PRIOR CLAIMS**

Any **Claim** or claim reported under any policy in force prior to the **Inception Date**; or any **Pollution Incident(s)** associated with such **Claim** or claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 14

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERED PROPERTY DEFINITION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Solely with respect to any **Named Insureds** scheduled to this Policy at **Inception Date**, and subsequent to the addition of any **Named Insured** scheduled by Endorsement, the definition of **Covered Property** set forth in Section IX. **DEFINITIONS** is deleted in its entirety and replaced with the following:

**Covered Property** means:

1. Any location owned, managed, maintained, rented, operated or occupied by a **Named Insured** as of **Inception Date**, including, but not limited to, any subsurface potable water, wastewater or storm water pipelines to or from a **Covered Property**; and
2. Any real property newly acquired, owned, leased, managed, rented or occupied by the **Insured** during the **Policy Period** (hereinafter "Acquired Real Property"), subject to all of the following conditions:
  - a. Within one hundred eighty (180) days from the effective date of the **Named Insured** taking title to or its occupancy of such real property, the **Named Insured** must give notice of such taking title or occupancy in writing to the Company's underwriter and provide the underwriter with a properly completed and signed Site Pollution Incident Legal Liability Select Application. The **Named Insured** thereafter must provide any supporting documentation reasonably requested by the underwriter;
  - b. If and when the **Named Insured** timely complies with paragraph 2.a. above, the Company shall within thirty (30) days thereafter either: i) approve the location and schedule the location by endorsement as a **Covered Property**; ii) approve the subject property(s) as a **Covered Property** with additional specific coverage conditions or exclusions; or iii) inform the **Named Insured** that the subject real property(s) is(are) not approved and will not be included as a **Covered Property(s)**. If the subject real property(s) is(are) approved, to be scheduled to this Policy as a **Covered Property(s)**, such scheduling shall be subject to an additional premium of \$0.0006832 per \$100 in Total Insurable Values. This premium shall be pro-rated during the **Policy Period** subject to a minimum premium of \$425. However, there shall be no additional premium for any **Covered Property** with Total Insurable Values which are less than \$25,000,000. Coverage hereunder for any property added as a **Covered Property** shall only apply if the additional premium set forth above is paid when due;

- c. Coverage under this Policy shall only apply to **Loss, Business Interruption Expense or Extra Expense** arising out of a **Pollution Incident(s)** that commences on or subsequent to the earlier of the **Named Insured's** taking title or its occupancy of such property. In the event that the Company provides written notice that the property will not be scheduled as a **Covered Property**, there shall be no coverage for any **Pollution Incident** or **Claim** unless written notice of such **Pollution Incident** or **Claim** was received by the Company prior to the Company's issuance of its notification that the property will not be scheduled as a **Covered Property**; and
- d. The material use of the property must conform to the intended use description set forth in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 15

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to Section III. **EXCLUSIONS – ALL COVERAGES:**

### 1. **ACTIVITY USE LIMITATION**

Any violation or non-compliance with any activity use limitation, institutional control or deed restriction which is imposed or required to be implemented upon the **Covered Property(ies)**.

#### **AIRPORT**

Any airport where enplanement occurs and/or cargo is moved for a fee and the following operations are conducted: storage, transportation and dispensing of fuel and/or de-icing solutions. However, this exclusion shall not apply to municipal airports.

#### **CLOSURE, POST CLOSURE AND RECLAMATION COSTS**

Any closure, post closure or reclamation costs or obligations, including but not limited to any costs associated with landfill caps.

#### **DISCHARGE CONTROL**

The installation, upgrade, maintenance, repair or operation of (or the failure to install, upgrade, maintain, repair or operate) any discharge equipment or controls (including but not limited to any costs, charges or expenses in any way associated with wastewater treatment plants) even if such installation, upgrade, maintenance, repair or operation is required by **Environmental Laws** or as the result of a **Claim** by a governmental agency or entity; or any **Claim**, in whole or part, due to or associated with the installation, upgrade, maintenance, repair or operation of (or the failure to install, upgrade, maintain, repair or operate) any discharge equipment or controls.

## **ENGINEERING CONTROLS/OPERATION AND MAINTENANCE (O&M) COSTS**

The installation, implementation, modification, replacement, repair, operation or maintenance of any institutional or engineering controls, including but not limited to capping systems or leachate collection systems on, under or associated with the **Covered Property(ies)**.

## **FIRING RANGES**

Any **Pollution Incident** due to or associated with any shooting, target or firing range, or any other location where firearms, explosives or military weapons are or have been fired, discharged or otherwise used.

## **GROUNDWATER & SURFACE WATER MONITORING COSTS**

Any groundwater or surface water monitoring (including monitoring only plans) conducted at the **Covered Property** which monitoring is not implemented, in its entirety, for the physical removal, remediation or actual investigation associated with physical removal or remediation of **Pollution Incidents**.

## **IMPOUNDMENTS**

Any **Remediation Expenses** or **Emergency Response Expenses** due to or associated with:

1. Any **Pollutants** in any impoundment (including, without limitation, any impoundment which is in use, inactive and/or closed in place), including, without limitation, any pond, pit or landfill; or
2. Any soil contamination that is located within ten (10) feet of the lateral boundaries or ten (10) feet of the upper or lower boundaries of such impoundment or pile (hereinafter, the "10' Boundaries"). However, the preceding sentence shall not apply to **Remediation Expenses** or **Emergency Response Expenses** incurred exclusively to remediate **Pollutants** which are beyond the 10' Boundaries.

## **KNOWN POLLUTION INCIDENT**

Any **Pollution Incident** which is known by a **Responsible Insured** prior to July 1, 2021.

## **LANDFILLS AND/OR RECYCLING FACILITIES**

Any landfill and/or recycling materials which are on, under or migrating from a **Covered Property(ies)**; any waste material which has been intentionally deposited on or under any **Covered Property**; or any **Fill Material** deposited on or under a **Covered Property**.

## **ODOR**

Any **Claim**, in whole or in part, due to or in any way associated with any odor; any **Claim** for **Bodily Injury** or **Property Damage** due to or associated with any gas or any emissions that have migrated beyond the boundaries of a **Covered Property**; or any **Claim** for public or private nuisance due to or associated with any odor or any gas or emissions migration.

## **OIL AND/OR GAS PRODUCING OR REFINING FACILITIES**

Any **Claim**, in whole or in part, due to or in any way associated with oil and/or gas producing or refining facilities.

## **UPGRADES**

Any costs to install, upgrade, maintain, repair or operate any water or wastewater treatment equipment, system or infrastructure due to or associated with the **Insured's** collection, treatment or supply of water or collection, treatment or disposal of wastewater.

2. The following is added to Section **IX. DEFINITIONS**:

**Fill Material** means:

1. Soil or soil-like materials that are co-mingled with or include **Pollutants** which had been first released into or co-mingled with the soil or soil-like material prior to the deposition of such soil or soil-like material on or under a **Covered Property**; or
  2. Historic fill, urban fill, construction fill, other fill material, demolition debris, non-native soils or waste materials.
3. The definition of **Pollutants** set forth in Section **IX. DEFINITIONS** is deleted in its entirety and replaced with the following:

Notwithstanding anything above to the contrary, **Pollutants** shall not include any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, "C8", "ADONA," perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. Further, **Pollutants** shall not include aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation by-products thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 16

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITS OF LIABILITY AND DEDUCTIBLE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. Solely with respect to any **Pollution Incident** or **Claim** due to or associated, in whole or part, with **Mold Matter**, it is hereby agreed that:
  - a. The first paragraph contained in Paragraph **D.** of Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted and replaced with the following:

Subject to Paragraphs **A., B.** and **C.** above, the Company will pay all **Loss** in excess of the greater of: (i) \$250,000; or (ii) \$50,000 multiplied by the number of rooms impacted by the same, related or continuous **Pollution Incident(s)**. For areas which are not used as guest rooms, each 250 square feet of floor space of the entire section of the location impacted, as determined in the Company's reasonable discretion, shall be deemed a room for purposes of calculating the deductible. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.
  - b. Solely with respect to any **Covered Property** whose intended use is a K-12 school district, regardless of the number of **Pollution Incidents, Claims** and claimants, the most the Company will pay for all **Loss, Business Interruption Expenses** and **Extra Expenses** due to or associated with, in whole or part, **Mold Matter**, shall be \$500,000 per **Named Insured**.
  - c. Notwithstanding anything within the Policy to the contrary, the most the Company shall pay for **Restoration Costs** shall not exceed \$1,000,000 per **Named Insured**.
  - d. The following is added to Paragraphs **A., B., C., D., E.,** and **F.** of Section **I. COVERAGE GRANTS**:

This coverage shall only apply if the **Pollution Incident** giving rise to the **Claim, Loss, Business Interruption Expenses** or **Extra Expenses** commenced, in its entirety, on or after 7/1/2021.

2. Solely with respect to any **Pollution Incident** or **Claim** due to or associated, in whole or part, with **Legionella**, it is hereby agreed that:

- a. The first paragraph contained in Paragraph **D.** of Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted and replaced with the following:

Subject to Paragraphs **A.**, **B.** and **C.** above, the Company will pay all **Loss** in excess of \$250,000. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

- b. The following is added to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**:

**LEGIONELLA EACH INCIDENT LIMIT**

Subject to Paragraphs **A.** and **B.** above, for each Coverage under this policy, the most the Company will pay for all **Loss** arising out of the same, related or continuous **Pollution Incident(s)** due to or associated with, in whole or part, **Legionella**, is \$1,000,000.

3. Solely with respect to any **Pollution Incident** or **Claim** due to or associated, in whole or part, with **Sewer Backup** or **Overcharge**, it is hereby agreed that:

- a. The first paragraph contained in Paragraph **D.** of Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted and replaced with the following:

Subject to Paragraphs **A.**, **B.** and **C.** above, the Company will pay all **Loss** in excess of \$500,000. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

- b. The following is added to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**:

**SEWER BACKUP OR OVERCHARGE EACH INCIDENT LIMIT**

Subject to Paragraphs **A.** and **B.** above, for each Coverage under this policy, the most the Company will pay for all **Loss** arising out of the same, related or continuous **Pollution Incident(s)** due to or associated with, in whole or part, **Sewer Backup** or **Overcharge**, is \$2,000,000.

- c. The following is added to Paragraph **C.** of Section **I. COVERAGE GRANTS**:

Coverage under **I.C.1** and **C.2** shall not apply to **Sewer Backup** or **Overcharge**.

4. Solely with respect to any **Pollution Incident** which commenced prior to July 1, 2021, it is hereby agreed that Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **D. DEDUCTIBLE** is deleted in its entirety and replaced with the following:

Subject to Paragraphs **A.**, **B.**, and **C.** above, the Company will pay all **Loss** in excess of \$500,000. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

Subject to Paragraphs **A.** and **B.** above, the Company will pay all **Business Interruption Expenses** and **Extra Expenses** in excess of the **Business Interruption Expenses** and **Extra Expenses** incurred after expiration of the number of days in a **Period of Interruption** stated in Item **5.** of the Declarations.

The Company may, but is under no obligation to, advance amounts for **Loss**, **Business Interruption Expenses** and **Extra Expenses** within the deductible. The **Named Insured** shall promptly reimburse the Company for advancing any such amounts within the deductible upon the Company's request.

5. The following are added to Section IX. **DEFINITIONS:**

**Sewer Backup** means wastewater that enters into a building or basement at a **Covered Property** as a result of a blockage in trunk sewer lines or lateral sewer lines.

**Overcharge** means a condition in which the wastewater or stormwater flow rate in trunk sewer lines or lateral sewer lines at a **Covered Property** exceeds 100% of the hydraulic capacity of the sewer lines and is a result of excess precipitation or groundwater entering the sewer lines.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 17

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ASBESTOS AND LEAD BASED PAINT EXCLUSION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The exclusion entitled **ASBESTOS AND LEAD-BASED PAINT** set forth in Section III. **EXCLUSIONS – ALL COVERAGES** is hereby deleted and replaced with the following:

### ASBESTOS AND LEAD

1. Any asbestos, asbestos containing materials, lead or lead containing materials, including but not limited to lead-based paint, in, on, or applied to any building or other structure, provided that this exclusion does not apply to: 1) **Claims for Bodily Injury or Property Damage**; or 2) **Remediation Expenses** for the remediation of any soil, groundwater body, surface water body or sediment; or
2. Any asbestos, asbestos containing materials, lead, lead containing materials, other metals, including but not limited to copper, or metal containing materials in, on or applied to any water supply or collection equipment, system or infrastructure, including but not limited to water service lines, provided that this exclusion does not apply to: 1) **Claims for Bodily Injury or Property Damage**; or 2) **Remediation Expenses** for the remediation of any groundwater body, surface water body or sediment.

However, this exclusion shall not apply to **Remediation Expenses** solely incurred for the remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the **Policy Period** and is demonstrable by the **Insured** as commencing during the **Policy Period**, provided that such accident is reported to the Company within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to remove, abate, repair or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 18**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHOICE OF FORUM/LAW DELETION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The conditions entitled **CHOICE OF FORUM** and **CHOICE OF LAW** set forth in Section **VII. CONDITIONS** are deleted in their entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 19

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Paragraphs **A., B., C., D., E. and F.** of Section **I. COVERAGE GRANTS** are amended to include the following:

This coverage shall only apply if the **Pollution Incident** or **Disinfection Event** giving rise to the **Claim, Loss, Business Interruption Expenses** or **Extra Expenses** commenced, in its entirety, on or after July 1, 2011, or the date that the **Named Insured** first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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Authorized Representative

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July 14, 2021

Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 20

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Solely with respect to any **Pollution Incident** due to are associated with any **Covered Property** scheduled below, it is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Section I. **COVERAGE GRANTS**, Paragraphs A. through D. are deleted in its entirety and replaced with the following:

### A. REMEDIATION EXPENSES

To pay on behalf of the **Insured**:

#### Coverage A.1 - Onsite Pollution

1. **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are on or under a **Covered Property**, provided such **Remediation Expenses** arise from **Onsite Pollution** and result from **New Conditions**.

#### Coverage A.2—Offsite Pollution

2. **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are beyond the boundaries of the **Covered Property**, provided such **Remediation Expenses** arise from **Offsite Pollution** and result from **New Conditions**.
3. Coverage under Section I.A.1 and A.2 shall apply only if:
  - a. (i) an **Insured** discovers the **Pollution Incident** no later than seven (7) days after its commencement and such **Pollution Incident** is demonstrable of commencing on a specific date;
  - (ii) the **Insured** reports the **Pollution Incident** to the Company in writing no later than twenty-one (21) days following discovery by an **Insured** as described in paragraph (a)(i) above, and in any event during the **Policy Period**; and
  - (iii) the **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority as required by **Environmental Laws**; or

- b. The **Insured** becomes legally obligated to pay such **Remediation Expenses** as result of a **Claim**, and the **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable, provided that:
  - (i) The **Remediation Expenses** arise from a **Pollution Incident** that is discovered by the **Insured** no later than seven (7) days after its commencement and such **Pollution Incident** is demonstrable of commencing on a specific date;
  - (ii) The **Insured** reports the **Pollution Incident** to the Company in writing no later than twenty-one (21) days following discovery by the **Insured** as described in paragraph (b)(i) above, and in any event during the **Policy Period**; and
  - (iii) Notice to the Company of a **Pollution Incident** does not constitute the reporting of **Claim**.

## **B. EMERGENCY RESPONSE EXPENSES**

To pay on behalf of the **Insured**, **Emergency Response Expenses** incurred by or on behalf of the **Insured** in response to an imminent and substantial threat to human health or the environment. The **Emergency Response Expenses** must: (i) arise from a **Pollution Incident** that first commenced during the **Policy Period**; (ii) be incurred within seven (7) days of the commencement of such **Pollution Incident**; and (iii) be reported to the Company within fourteen (14) days of the commencement of such **Pollution Incident**. For this Coverage to apply, the **Pollution Incident** giving rise to the **Emergency Response Expenses** must be unexpected and unintended from the standpoint of the **Insured**.

## **C. THIRD-PARTY CLAIMS**

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** arising from:

### **Coverage C.1—Onsite Pollution**

- 1. **Onsite Pollution** resulting from **New Conditions** if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is within the boundaries of the **Covered Property**.

### **Coverage C.2—Offsite Pollution**

- 2. **Offsite Pollution** resulting from **New Conditions** if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is beyond the boundaries of the **Covered Property**.
- 3. Coverage under **I.C.1** and **C.2** shall apply only if such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable. Further, there shall be no coverage for **Remediation Expenses** or **Emergency Response Expenses** under **I.C.1** and **C.2**. Notwithstanding anything herein to the contrary, there shall be no coverage under **I.C.1** or **C.2**, unless:
  - 1. the **Pollution Incident** giving rise to such **Loss** is discovered by the **Insured** within seven (7) days of its commencement and the **Pollution Incident** is demonstrable as commencing on a specific date; and
  - 2. the **Pollution Incident** is reported to the Company in writing no later than twenty-one (21) days following the discovery of such **Pollution Incident**, and in any event during the **Policy Period**.

## **D. TRANSPORTATION**

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury**, **Property Damage** or **Remediation Expenses** resulting from **New Conditions**, which **New Conditions** arise from **Transportation**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

Notwithstanding anything herein to the contrary, there shall be no coverage under **I.D.** unless:

- 1. the **Pollution Incident** giving rise to such **Loss** is discovered by the **Insured** within seven (7) days of its commencement and the **Pollution Incident** is demonstrable as commencing on a specific date; and

2. the **Pollution Incident** is reported to the Company in writing no later than twenty-one (21) days following the discovery of such **Pollution Incident**, and in any event during the **Policy Period**.

[REDACTED]

[REDACTED]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 14, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 21

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAPITAL IMPROVEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

Solely with respect to any **Pollution Incident** due to or associated with any **Covered Property** that is used, in whole or in part, as any intended use scheduled below, it is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section III. **EXCLUSIONS – ALL COVERAGES:**

### **CAPITAL IMPROVEMENT**

Any **Pollution Incident**, whether previously known or unknown by any **Insured**, that is encountered, disturbed or discovered while an **Insured** or any other party is performing a **Capital Improvement**. This exclusion shall apply even if the **Pollution Incident** becomes the subject of a **Claim** subsequent to the commencement of the **Capital Improvement**.

2. It is hereby agreed that the following is added to Section IX. **DEFINITIONS:**

**Capital Improvement** means any project or work, including all activities associated with such project or work, performed at a **Covered Property** that:

1. Disturbs or alters any foundation(s) or subsurface installations of any existing buildings, structures, systems or utilities;
2. Involves the construction, demolition or installation of any buildings, structures, systems or utilities;
3. Requires subsurface excavation, grading, regrading or the removal and disposal of soil; or
4. Involves the removal, replacement, repair or upgrade of any **Underground Storage Tank**.

### Schedule of Intended Use

1. Auto Repair Facility
2. Airport
3. Golf Course
4. Fuel Depot
5. Fuel Storage
6. Shooting Ranges

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 22

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VOLUNTARY SITE INVESTIGATION EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Solely with respect to any **Pollution Incident** due to or associated with any **Covered Property** that is used, in whole or in part, as any intended use scheduled below, it is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section III. **EXCLUSIONS – All COVERAGES:**

### **VOLUNTARY SITE INVESTIGATION**

Any **Pollution Incident** discovered during a **Voluntary Investigation**. This exclusion shall apply even if the **Pollution Incident** becomes the subject of a **Claim** subsequent to its discovery.

2. The following is added to Section IX. **DEFINITIONS:**

**Voluntary Investigation** means any investigation (including but not limited to intrusive investigations or the taking or testing of soil, groundwater, surface water or sediment samples) performed at or under any **Covered Property** by any **Insured**, or any other party, and which is not required by and performed at the direction of a governmental authority pursuant to **Environmental Laws**. **Voluntary Investigation** shall include, but not be limited to, an investigation at or under a **Covered Property** that is performed as part of a property transfer, sale, lease or financing transaction.

### Scheduled Intended Use

1. Auto Repair Facility
2. Airport
3. Golf Course
4. Fuel Depot
5. Fuel Storage
6. Shooting Ranges

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

Endorsement # 23

Policy Number: ISPILLSCAZ0U001

Effective Date of Endorsement: July 01, 2021

Insured Name: APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONDITIONS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to Section VII. **CONDITIONS**:

#### RATE TO ADD NEW MEMBERS

In order to add a member to this policy, the **Named Insured** must provide the underwriter with a current statement of values for that member. The **Named Insured** thereafter must provide any supporting documentation reasonably requested by the underwriter. If the member is approved to be scheduled to this Policy as a **Named Insured**, such scheduling shall be subject to an additional premium of \$0.0006832 per \$100 in Total Insurable Values. This premium shall be pro-rated during the **Policy Period** subject to a minimum premium of \$425 per member. Coverage hereunder for any member added as a **Named Insured** shall only apply if the additional premium set forth above is paid when due and the Company has scheduled the member as a **Named Insured** by endorsement.

#### SHARED LIMITS ENDORSEMENT

All **Insureds** understand, agree to, and acknowledge, that this Policy contains a Policy Aggregate Limit of Liability, as identified in Item 4. of the Declarations, that is accepted and shared by all of the **Insureds** who are or may become an **Insured** hereunder. In view of the operation and nature of this shared Policy Aggregate Limit of Liability, the **Insureds** understand and agree that prior to filing a **Claim** under this Policy, the Policy Aggregate Limit of Liability may be exhausted or reduced by prior payments for other **Claims** under this Policy. As a result, there may be no available limit to pay the Insured's **Claim**, regardless of whether any **Loss, Business Interruption Expense** or **Extra Expense** has been paid on such **Insured's** behalf.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

July 14, 2021

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 24**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PER NAMED INSURED AGGREGATE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE:**

**PER NAMED INSURED AGGREGATE LIMIT**

Subject to Paragraphs **A.**, **B.**, and **C.** above, the most the Company will pay for all **Loss, Business Interruption Expenses** and **Extra Expenses** covered under this Policy due to or associated with any single **Named Insured** shall not exceed \$2,000,000.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 25

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNDERGROUND STORAGE TANKS EXCLUSION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The exclusion entitled **UNDERGROUND STORAGE TANKS** set forth in Section **III. EXCLUSIONS – ALL COVERAGES** is hereby deleted and replaced with the following:

### UNDERGROUND STORAGE TANKS

Any **Underground Storage Tank** which is: (i) known to a **Responsible Insured** as of either the **Inception Date** or, for properties added to the Policy during the **Policy Period**, the date on which the property first becomes covered under this Policy; or (ii) installed during the **Policy Period**.

This exclusion does not apply to any **Underground Storage Tank**:

1. Which has been closed or abandoned in place in accordance with all applicable **Environmental Laws** prior to the **Inception Date**;
  2. Removed prior to the **Inception Date**;
  3. Which is in full compliance with 40 CFR Part 280 and any state regulations applicable to **Underground Storage Tanks**; or
  4. Which is in full compliance with federal, provincial or territorial or local technical standards applicable to **Underground Storage Tanks**.
2. Solely with respect to any **Pollution Incident** due to or associated with any **Underground Storage Tank**, it is hereby agreed that the first paragraph contained in Paragraph **D.** of Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted and replaced with the following:

Subject to Paragraphs **A., B.** and **C.** above, the Company will pay all **Loss** in excess of \$750,000 for any **Pollution Incident** due to or associated with an **Underground Storage Tank**. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

3. Notwithstanding paragraph 2. above:

Solely with respect to any **Underground Storage Tank** installed more than twenty-five (25) years prior to the **Inception Date** and any **Pollution Incident**: discovered during a **Voluntary Investigation**; or that is encountered, disturbed or discovered while an **Insured** or any other party is performing a **Capital Improvement** (regardless of whether such **Pollution Incident** was previously known or unknown by any **Insured**), it is hereby agreed that the first paragraph contained in Paragraph **D.** of Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted and replaced with the following:

Subject to Paragraphs **A., B. and C.** above, the Company will pay all **Loss** in excess of \$1,000,000. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

4. The following are added to Section **IX. DEFINITIONS**:

**Capital Improvement** means any project or work, including all activities associated with such project or work, performed at a **Covered Property** that:

1. Disturbs or alters any foundation(s) or subsurface installations of any existing buildings, structures, systems or utilities;
2. Involves the construction, demolition or installation of any buildings, structures, systems or utilities;
3. Requires subsurface excavation, grading, regrading or the removal and disposal of soil; or
4. Involves the removal, replacement, repair or upgrade of any **Underground Storage Tank**.

**Voluntary Investigation** means any investigation (including but not limited to intrusive investigations or the taking or testing of soil, groundwater, surface water or sediment samples) performed at or under any **Covered Property** by any **Insured**, or any other party, and which is not required by and performed at the direction of a governmental authority pursuant to **Environmental Laws**. **Voluntary Investigation** shall include, but not be limited to, an investigation at or under a **Covered Property** that is performed as part of a property transfer, sale, lease or financing transaction.

5. For purposes of determining the date of installation of an **Underground Storage Tank** pursuant to this endorsement, if an **Underground Storage Tank** has a tank and piping or other appurtenances connected to the tank which were installed at different times, the date of installation of the oldest component (tank, piping or other appurtenance) of the **Underground Storage Tank** shall be deemed the date of installation of such **Underground Storage Tank**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

July 14, 2021

Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

Endorsement # 26

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCESS OF TANK FUND ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Solely with respect to any **Pollution Incident** due to or associated with any **Underground Storage Tank**, or any piping or appurtenances attached thereto:

1. The condition entitled **OTHER INSURANCE** set forth in Section **VII. CONDITIONS** is deleted in its entirety and replaced with the following:

#### **OTHER INSURANCE**

If other valid and collectible insurance or funds from any **Tank Fund** are available to the **Insured** for **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses or Extra Expenses**, the Company's obligations are limited as follows:

1. With the exceptions of Paragraph **4.** and **5.** below, this insurance is primary except when any other insurance is also primary. In that case, the Company will share with all the other insurance by the method described in Paragraph **2.** below.
2. If the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Loss, Business Interruption Expenses or Extra Expenses** payable under this Policy remains, whichever comes first.
3. If the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
4. Solely with respect to **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses or Extra Expenses** arising in whole or part from **Mold Matter or Legionella**, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses or Extra Expenses** arising in whole or part from **Mold Matter or Legionella**, if any, that exceeds the total amount of such other insurance.

5. Notwithstanding paragraphs 1. through 3. above, this insurance shall apply in excess of any such **Tank Fund**, provided that in the event of receivership, insolvency, or inability to pay of any **Tank Fund**, this insurance shall act as primary insurance. If recovery from the **Tank Fund** later becomes available and the **Tank Fund** begins making payments, the **Insured** will reimburse the Company for any amounts previously paid by the Company which are recoverable from the **Tank Fund**. Where this insurance is excess of a **Tank Fund**, the Company will pay only its share of the amount of **Loss, Business Interruption Expenses** and **Extra Expenses**, if any, that exceeds the total amount available from the **Tank Fund**. The **Insured** may use payments from the **Tank Fund** to satisfy the Deductible stated in Item 5. of the Declarations.

2. The following is added to Section **VII. CONDITIONS**:

The **Insured** shall make all reasonable efforts to maintain eligibility under any applicable **Tank Fund**.

3. The following is added to Section **IX. DEFINITIONS**:

**Tank Fund** means any state storage tank trust fund, state administered insurance program, restoration funding for an **Underground Storage Tank(s)** or other funding available from a governmental source for **Pollution Incidents** arising from **Underground Storage Tanks** whose owners qualify for reimbursement established for the purpose of funding **Loss** for **Pollution Incidents** from an **Underground Storage Tank(s)**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 27**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-OWNED DISPOSAL SITES DEFINITION AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The definition of **Non-Owned Disposal Sites** set forth in Section **IX. DEFINITIONS** is amended to include the following:

**Non-Owned Disposal Sites** shall not include the BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA, 91792.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

Endorsement # 28

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LOSS DEFINITION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The definition of **Loss** set forth in Section **IX. DEFINITIONS** is deleted in its entirety and replaced with the following:

**Loss** means:

1. A monetary judgment, award or settlement of compensatory damages arising from **Bodily Injury** or **Property Damage**;
2. Punitive, exemplary and multiplied damages and civil fines, penalties and assessments to the extent any of the foregoing: are insurable under applicable law; and arise from a **Claim** for **Bodily Injury** or **Property Damage**. Subject to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, the most the Company shall pay for any punitive, exemplary and multiplied damages and civil fines, penalties and assessments fines, shall be \$250,000 per **Claim**;
3. **Legal Costs**;
4. **Remediation Expenses**; and
5. **Emergency Response Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 14, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

Endorsement # 29

Policy Number: ISPILLSCAZ0U001

Effective Date of Endorsement: July 01, 2021

Insured Name: APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PRODUCTS POLLUTION AND EXPOSURE LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section I. **COVERAGE GRANTS**:

#### PRODUCTS POLLUTION AND EXPOSURE LIABILITY

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury, Property Damage** or **Remediation Expense** but only if:

- i. The **Bodily Injury, Property Damage** or **Remediation Expense** arises from **Products Pollution**;
  - ii. The **Products Pollution** commenced on or after the **PRODUCTS POLLUTION AND EXPOSURE LIABILITY RETROACTIVE DATE** set forth in the Declarations, as amended by this endorsement; and
  - iii. A **Claim** for such **Bodily Injury, Property Damage** or **Remediation Expense** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.
2. Solely with respect to Section I. **COVERAGE GRANTS, PRODUCTS POLLUTION AND EXPOSURE LIABILITY**, as amended by this endorsement, **Item 3. Policy Period** is hereby deleted in its entirety and replaced with the following:

**Item 3. Policy Period:**      **Effective:**      **Inception Date**      **Expiration:**      1-year anniversary

12:01 a.m. standard time at the address of the **Named Insured** as shown above.

3. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the declarations is amended to include the following:

| Coverage                                    | Deductible-Each Incident | Each Incident Limit | Coverage Aggregate Limit |
|---------------------------------------------|--------------------------|---------------------|--------------------------|
| (Products Pollution and Exposure Liability) | \$250,000                | \$2,000,000         | \$5,000,000              |

4. Solely with respect to Section **I. COVERAGE GRANTS, PRODUCTS POLLUTION AND EXPOSURE LIABILITY**, as amended by this endorsement, the following is added to the Declarations:

**PRODUCTS POLLUTION AND EXPOSURE LIABILITY RETROACTIVE DATE:**

Inception Date

5. Solely with respect to Section **I. COVERAGE GRANTS, PRODUCTS POLLUTION AND EXPOSURE LIABILITY**, as amended by this endorsement, the following exclusions are added to Section **III. EXCLUSIONS – ALL COVERAGES**:

**DAMAGE TO YOUR PRODUCT**

Any damage or contamination to **Your Product** arising out of **Your Product** or any part of it, or any **Remediation Expense** incurred on account of damage or contamination of **Your Product**.

**EXPECTED OR INTENDED INJURY OR DAMAGE**

Any **Loss** expected or intended from the standpoint of a **Responsible Insured**.

**KNOWN INJURY OR DAMAGE**

Any **Loss** that commenced, in whole or in part, prior to the **Policy Period** and was known prior to the **Policy Period** by a **Responsible Insured**.

**NUCLEAR OR RADIOLOGICAL MATERIAL**

Any **Loss** based upon or arising out of any nuclear or radiological materials of any nature or any of their by-products.

**PRODUCT DISPOSAL**

Any **Loss** arising from the disposal of **Your Product**.

**PRODUCTS AS WASTE**

Any **Loss** arising from **Your Product** which is waste. However, this exclusion shall not apply to any biosolid-derived fertilizer that has been sold or distributed by a **Named Insured**, provided the biosolid-derived fertilizer was processed by a **Covered Property** used as a wastewater treatment plant.

**TRANSPORTATION**

Any **Loss** arising out of the ownership, maintenance, use or entrustment to others of any **Conveyance** or pipeline owned or operated by, or rented or loaned to, any **Insured**. Use includes operation and **Transportation**.

This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Loss** arises from the ownership, maintenance, use or entrustment to others of any **Conveyance** that is owned or operated by or rented or loaned to any **Insured**.

6. Solely with respect to Section **I. COVERAGE GRANTS, PRODUCTS POLLUTION AND EXPOSURE LIABILITY**, as amended by this endorsement, the condition entitled **OTHER INSURANCE** set forth in Section **VII. CONDITIONS** is deleted in its entirety and replaced with the following:

**OTHER INSURANCE**

- i. If other valid and collectible insurance is available to the **Insured** for **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, this insurance shall apply as excess insurance over any other such insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
- ii. If no other valid and collectible insurance is available to the **Insured** for **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, this insurance is primary.

7. Section **IX. DEFINITIONS** is amended as follows:

a. The following are added to Section **IX. DEFINITIONS**:

**Products Pollution** means a **Pollution Incident** resulting from the end use of **Your Product**.

**Your Product** means:

- i. Any goods or products, other than real property, manufactured, sold, handled or distributed by:
  - a. The **Insured**;
  - b. Others trading under the **Insured's** name; or
  - c. A person or organization whose business or assets the **Insured** has acquired; and
- ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your Product** includes:

- i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
- ii. The providing of or failure to provide warnings or instructions.

8. Solely with respect to Section **I. COVERAGE GRANTS, PRODUCTS POLLUTION AND EXPOSURE LIABILITY**, as amended by this endorsement, the following is added to the definition entitled **Pollutants** set forth in Section **IX. DEFINITIONS**:

Notwithstanding anything above to the contrary, **Pollutants** shall not include any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, "C8", "ADONA," perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. Further, **Pollutants** shall not include aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation by-products thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 14, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 30

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL) ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added as to Section I. **COVERAGE GRANTS:**

### CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury, Property Damage or Remediation Expense** but only if:

- i. The **Bodily Injury, Property Damage or Remediation Expense** arises from a **Pollution Incident** resulting from **Your Work** at a third-party job site which is performed for a fee that was performed on or after the **CELL Retroactive Date** set forth in the Declarations, as amended by this endorsement; and
  - ii. A **Claim** for such **Bodily Injury, Property Damage or Remediation Expense** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.
2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the Declarations is amended to include the following:

| Coverage                                                                                                                   | Deductible-Each Incident | Each Incident Limit | Coverage Aggregate Limit |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------|--------------------------|
| <b>(Contractors Environmental Legal Liability (CELL))</b><br>Operations: Herbicide, Insecticide, Pesticide Applications.   | \$250,000                | \$1,000,000         | \$2,000,000              |
| <b>(Contractors Environmental Legal Liability (CELL))</b><br>Operations: All other operations with the exception of above. | \$250,000                | \$2,000,000         | \$5,000,000              |

3. Solely with respect to Section I. **COVERAGE GRANTS, CELL**, as amended by this endorsement, the following exclusions are added to Section III. **EXCLUSIONS – ALL COVERAGES**:

**TRANSPORTATION**

Any **Loss** arising out of the ownership, maintenance, use or entrustment to others of any **Conveyance** or pipeline owned or operated by or rented or loaned to any **Insured**. Use includes operation and **Transportation**.

This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Loss** arises from the ownership, maintenance, use or entrustment to others of any **Conveyance** that is owned or operated by or rented or loaned to any **Insured**.

**BUSINESS INTERRUPTION**

Any **Business Interruption Expenses** or **Extra Expenses** (to the extent **Business Interruption Expenses** or **Extra Expenses** are provided under this Policy).

**DAMAGE TO PROPERTY**

Any **Loss** due to or associated with real property or mineral rights owned, leased, managed, operated, maintained or occupied by the **Insured**, including any costs or expenses incurred by the **Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such real property or mineral rights for any reason, including prevention of injury to a person or damage to another's property.

**DAMAGE TO YOUR WORK**

Any **Property Damage** to **Your Work** or **Remediation Expense** or **Emergency Response Expense** incurred in response to damage or contamination of **Your Work**.

**EXPECTED OR INTENDED INJURY OR DAMAGE**

Any **Loss** expected or intended from the standpoint of a **Responsible Insured**.

**KNOWN INJURY OR DAMAGE**

Any **Loss** that commenced, in whole or in part, prior to the **Policy Period** and was known prior to the **Policy Period** by a **Responsible Insured**.

**NUCLEAR MATERIAL**

Any **Loss** based upon or arising out of any nuclear or radiological materials of any nature or any of their by-products.

**PRODUCTS**

Any **Loss** arising from **Your Product**.

**WASTE PROCESSING, TREATMENT OR DISPOSAL**

Any processing, treatment, transporting, including by pipeline, or disposal, or the arranging for the processing, treatment or disposal, of waste.

4. Solely with respect to Section I. **COVERAGE GRANTS, CELL**, as amended by this endorsement, the following definitions are added to Section IX. **DEFINITIONS**:

**Your Product** means:

- i. Any goods, waste or products, other than real property, manufactured, sold, handled, distributed or disposed by:
  - a. The **Insured**;
  - b. Others trading under the **Insured's** name; or
  - c. A person or organization whose business or assets the **Insured** has acquired; and
- ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your Product** includes:

- i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
- ii. The providing of or failure to provide warnings or instructions.

**Your Work** means:

- i. Land-based pesticide/herbicide spraying, household hazardous waste collection events, weatherization assistance programs;
- ii. Any operations within the capacity of a public entity which are performed by or on behalf of the **Insured** outside the physical boundaries of a **Covered Property**; and
- iii. Materials, parts or equipment furnished by the **Insured** or a subcontractor working on its behalf in connection with such work or operations.

5. Solely with respect to Section **I. COVERAGE GRANTS, CELL**, as amended by this endorsement, the following is added to the Declarations:

**CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY RETROACTIVE DATE: Inception Date**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 31

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OTHER INSURANCE CONDITION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The condition entitled **OTHER INSURANCE** set forth in Section **VII. CONDITIONS** is deleted in its entirety.
2. The following is added to Section **III. EXCLUSIONS – ALL COVERAGES**:

### **OTHER INSURANCE**

Any **Loss** covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance.

### Schedule of Policies

| <u>Coverage</u>                                               | <u>Policy Number</u> |
|---------------------------------------------------------------|----------------------|
| Alliant Property Insurance Program                            | 017471589/07         |
| Any stand-alone insurance purchased by a <b>Named Insured</b> | Varies.              |

3. The following is added to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **D. DEDUCTIBLE**:

Any payments for covered **Loss** paid by other insurance shall also be applied against the deductible amount.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 32

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## IMAGE RESTORATION EXPENSES ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section I. **COVERAGE GRANTS**:

### IMAGE RESTORATION EXPENSES

To pay on behalf of the **Insured**, **Image Restoration Expenses** that directly result from an **Image Restoration Event**, provided that the **Pollution Incident** giving rise to the **Image Restoration Event** is on, under or migrating from a **Covered Property**. This coverage shall apply only if: **1)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is first discovered by the **Insured** during the **Policy Period**. Discovery of such a **Pollution Incident** occurs when a **Responsible Insured** first becomes aware of the **Pollution Incident**; and **2)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is reported to the Company in accordance with Section IV., Paragraph B.

2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the Declarations is amended to include the following:

| Coverage                     | Deductible-Each Incident | Each Incident Limit | Coverage Aggregate Limit |
|------------------------------|--------------------------|---------------------|--------------------------|
| (Image Restoration Expenses) | \$250,000                | \$250,000           | \$250,000                |

3. The following definitions are added to Section IX. **DEFINITIONS**:

**Image Restoration Event** means a **Pollution Incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of the **Named Insured** for such **Pollution Incident**.

**Image Restoration Expenses** means reasonable expenses to restore public reputation and consumer confidence incurred by the **Insured** within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the **Pollution Incident** giving rise to the **Image Restoration Event** and within thirty (30) days of the commencement of such **Pollution Incident**. **Image Restoration Expenses** shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the **Named Insured** at the direction of such firms. **Image Restoration Expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media without the prior written consent of the Company.

4. Solely with respect to coverage provided under this endorsement, the following is added to the definition of **Loss** set forth in Section IX. **DEFINITIONS**:

**Loss** shall also include **Image Restoration Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 33

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the Policy to which this Endorsement is attached is amended as follows:

Section **VIII. EXTENDED REPORTING PERIOD**, Paragraph **B. OPTIONAL EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

### **B. OPTIONAL EXTENDED REPORTING PERIOD**

The **Named Insured** shall be entitled (except if this Policy is terminated for fraud or the non-payment of premium) to purchase an Optional **Extended Reporting Period** upon termination of this Policy subject to the following terms and conditions:

1. The **Named Insured** shall be entitled to purchase an Optional **Extended Reporting Period** of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the total Policy premium, provided that the **Named Insured** requests such Optional **Extended Reporting Period** in writing within thirty (30) days of the effective date of termination of this Policy;
2. With the exception of the **Named Insured** identified in Item 1. of the Declarations, any **Named Insured** scheduled to this Policy by endorsement shall be entitled to purchase an Optional **Extended Reporting Period** of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the calculated "Rate to Add New Members" as indicated in the Conditions Amendatory Endorsement attached to this Policy, provided that the **Named Insured** requests such Optional **Extended Reporting Period** in writing within thirty (30) days of the effective date of termination of this Policy;
3. Once the **Named Insured** has paid the additional premium, the Optional **Extended Reporting Period** may not be cancelled by the Company, and such premium shall be fully earned; and
4. The Optional **Extended Reporting Period** shall apply only to **Claims** first made against the **Insured** and reported to the Company during the Optional **Extended Reporting Period**, but only if such **Claims** arise from a **Pollution Incident** which commenced prior to termination of this Policy and are otherwise covered by this Policy.

It is a condition precedent to the coverage provided in this paragraph **B.** that the **Named Insured** pay any additional premium within thirty (30) days of such termination.

Neither the Automatic **Extended Reporting Period** nor the Optional **Extended Reporting Period** shall modify, reinstate or increase the limits of liability of this Policy, and any payment made during the Automatic **Extended Reporting Period** or the Optional **Extended Reporting Period** shall reduce the available limits of liability.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 14, 2021

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Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

# SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) COVERAGE FORM

**Insured Name:** APIP Cyber and Pollution Programs, Inc.  
**Policy Number:** ISPILLSCAZ0U001

**IMPORTANT INFORMATION FOR THE INSURED: CAREFULLY REVIEW THIS POLICY IN FULL. IT CONTAINS PROVISIONS WHICH RESTRICT, EXCLUDE OR OTHERWISE REDUCE OR CURTAIL COVERAGE, AND IT MAY BE DIFFERENT FROM OTHER INSURANCE POLICIES THAT YOU HAVE SEEN OR PURCHASED IN THE PAST. LEGAL FEES AND EXPENSES ARE INCLUDED WITHIN AND ERODE THE LIMITS OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE.**

**SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**THE HEADINGS DO NOT CONSTITUTE TERMS OR CONDITIONS OF THIS POLICY AND ARE INCLUDED SOLELY FOR CONVENIENCE. THE HEADINGS SHALL NOT IN ANY MANNER MODIFY OR OTHERWISE AFFECT ANY OF THE PROVISIONS OF THIS POLICY. DEFINED TERMS APPEAR IN BOLD FONT.**

Subject to and contingent upon the **Named Insured's** payment in full of the premium when due and any applicable deductible and in reliance upon the truth, accuracy, and completeness of the statements in the insurance application and any materials submitted in connection therewith or prior thereto, and subject to all terms, conditions, limitations, and exclusions of this Policy, the Company agrees with the **Named Insured** to the following:

### I. COVERAGE GRANTS

**ONLY THOSE SPECIFIC COVERAGES INDICATED ON THE DECLARATIONS AS PURCHASED BY THE NAMED INSURED ARE APPLICABLE.**

#### A. REMEDIATION EXPENSES

To pay on behalf of the **Insured**:

##### Coverage A.1 - Onsite Pollution

1. **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are on or under a **Covered Property**, provided such **Remediation Expenses** arise from **Onsite Pollution** and result from:
  - a. **Pre-Existing Conditions**, or
  - b. **New Conditions**.

##### Coverage A.2—Offsite Pollution

2. **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are beyond the boundaries of the **Covered Property**, provided such **Remediation Expenses** arise from **Offsite Pollution** and result from:
  - a. **Pre-Existing Conditions**, or
  - b. **New Conditions**.

3. Coverage under Section I.A.1 and A.2 shall apply only if:

- a. (i) The **Pollution Incident** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**; (ii) the **Insured** reports the **Pollution Incident** to the Company, in writing, during the **Policy Period**; and (iii) the **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority as required by **Environmental Laws**; or
- b. The **Insured** becomes legally obligated to pay such **Remediation Expenses** as a result of a **Claim**, and the **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

#### B. EMERGENCY RESPONSE EXPENSES

To pay on behalf of the **Insured**, **Emergency Response Expenses** incurred by or on behalf of the **Insured** in response to an imminent and substantial threat to human health or the environment. The **Emergency Response Expenses** must: (i) arise from a **Pollution Incident** that first commenced during the **Policy Period**; (ii) be incurred within seven (7) days of the commencement of such **Pollution Incident**; and (iii) be reported to the Company within fourteen (14) days of the commencement of such **Pollution Incident**. For this Coverage to apply, the **Pollution Incident** giving rise to the **Emergency Response Expenses** must be unexpected and unintended from the standpoint of the **Insured**.

#### C. THIRD-PARTY CLAIMS

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** arising from:

##### Coverage C.1—Onsite Pollution

1. **Onsite Pollution** resulting from:

- a. **Pre-Existing Conditions**, or
- b. **New Conditions**,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is within the boundaries of the **Covered Property**.

##### Coverage C.2—Offsite Pollution

2. **Offsite Pollution** resulting from:

- a. **Pre-Existing Conditions**, or
- b. **New Conditions**,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is beyond the boundaries of the **Covered Property**.

3. Coverage under I.C.1 and C.2 shall apply only if such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable. Further, there shall be no coverage for **Remediation Expenses** or **Emergency Response Expenses** under I.C.1 and C.2.

#### D. TRANSPORTATION

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury**, **Property Damage** or **Remediation Expenses** resulting from:

1. **Pre-Existing Conditions**, or
2. **New Conditions**,

which **Pre-Existing Conditions** or **New Conditions** arise from **Transportation**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

## E. WASTE DISPOSAL ACTIVITIES

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury**, **Property Damage** or **Remediation Expenses** that arise from a **Pollution Incident** resulting from **Waste Disposal Activities**. The **Waste Disposal Activities** must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the **Insured** first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

## F. BUSINESS INTERRUPTION

To pay the **Insured's Business Interruption Expenses** and **Extra Expenses** during the **Period of Interruption** that directly results from **Onsite Pollution** resulting from:

1. **Pre-Existing Conditions**; or
2. **New Conditions**.

This Coverage shall apply only if the **Pollution Incident** giving rise to the **Business Interruption Expenses** or **Extra Expenses** is first discovered by the **Insured** and reported to the Company during the **Policy Period**, and such **Pollution Incident** results in **Remediation Expenses** covered under this Policy. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**. Further, if the **Period of Interruption** results from a **Pollution Incident** and any other cause(s), the Company shall only pay that portion of **Business Interruption Expenses** and **Extra Expenses** solely attributable to the **Pollution Incident**.

## II. DEFENSE

The Company has the right and duty to defend, including the right to select and appoint counsel to represent, the **Insured** against any **Claim**, even if groundless, false or fraudulent, to which this Policy applies. However, the Company has no duty to defend the **Insured** against any **Claim** to which this Policy does not apply. The Company shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability described in Section VI. has been exhausted. Upon the **Insured's** satisfaction of any applicable deductible amounts, **Legal Costs** shall reduce the Limits of Liability shown in Item 5. of the Declarations. With respect to any such **Claim** being defended by the Company, the Company shall pay all reasonable expenses incurred by the **Insured** at the Company's request to assist it in the investigation or defense of the **Claim**, including actual loss of earnings up to \$750 a day because of time off from work subject to an aggregate limit of \$7,500 for all such expenses.

The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** without the prior written consent of the Company. The **Insured** must notify the Company of all settlement offers and the Company will in turn present all settlement offers to the **Insured**. If the Company recommends a monetary settlement which is acceptable to a claimant and is within the Limits of Liability and the **Insured** refuses to consent to such settlement, then the Company's duty to defend shall end, the **Insured** shall thereafter negotiate and defend such **Claim** independently of the Company, and the Company's liability shall not exceed the amount, less the Deductible, for which the **Claim** could have been settled if such recommendation was consented to.

To the extent the **Insured** is entitled pursuant to applicable laws to select independent counsel at the Company's expense, the attorneys' fees and other costs or expenses the Company will pay are limited to the rates the Company would pay to counsel the Company would have retained or could otherwise have retained in the community where the **Claim** is being defended. Such independent counsel must also meet any reasonable requirements, experience, or qualifications standards that the Company may deem appropriate. All such counsel shall keep the Company fully informed and shall promptly respond to requests for information from the Company.

## III. EXCLUSIONS - ALL COVERAGES

This Policy does not insure and none of the coverages provided by this Policy apply to **Loss**, **Business Interruption Expenses** or **Extra Expenses** arising out of or in any way relating to any of the following:

### A. ASBESTOS AND LEAD-BASED PAINT

Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to Coverage C. (Third-Party Claims), or to **Remediation Expenses** for the remediation of soil, surface water or groundwater.

However, this exclusion shall not apply to **Remediation Expenses** within any structures, provided that such **Remediation Expenses** are the direct result of a **Pollution Incident** which commences during the **Policy Period** and arises from explosion, fire, lightning, **Flood** or windstorm damage, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement. Subject to Section VI. **LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **A** through **D**, the most the Company will pay for **Remediation Expenses**, regardless of the number of **Insureds**, **Covered Properties**, **Pollution Incidents**, **Claims** or claimants, pursuant to the exception contained in this Paragraph shall not exceed \$100,000.

**B. CONTRACTUAL LIABILITY**

Any liability assumed by an **Insured** through or by contract or agreement. This exclusion does not apply to liability that the **Insured** would have had in the absence of the contract or agreement or to liability assumed in an **Insured Contract**.

**C. CRIMINAL PUNISHMENTS**

Any criminal fines, criminal penalties or criminal assessments.

**D. EMPLOYER LIABILITY**

Any **Bodily Injury** to:

1. An **Insured**, or an employee of an **Insured** or its parent, subsidiary or affiliate while engaged in employment by the **Insured** or its parent, subsidiary or affiliate; or
2. Any person whose right to assert a **Claim** against the **Insured** arises by reason of any employment, blood, marital, or any other relationship with the **Insured** or its parent, subsidiary or affiliate.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such **Bodily Injury**.

**E. INSURED'S INTERNAL EXPENSES**

Any costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company, which it may grant or withhold in its sole discretion.

**F. INSURED'S NON-COMPLIANCE**

Any **Pollution Incidents** or **Remediation Expenses** that result from or are associated with a **Responsible Insured's** intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to non-compliance based upon:

1. The **Insured's** good faith reliance upon written advice of qualified counsel received in advance of such non-compliance; or
2. An **Insured's** reasonable efforts to mitigate a **Pollution Incident** that necessitates immediate action, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement.

**G. INSURED VS INSURED**

Any **Claim** by or on behalf of any **Insured** against any other **Insured**.

#### H. MATERIAL CHANGE IN USE

A material change in use at any **Covered Property**. A material change in use shall mean any use different from the use identified in Item 8. of the Declarations. This exclusion shall not apply if the **Insured** submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice. The Company is under no obligation to approve any such change in use, but may do so, in its sole discretion, dependent upon such terms and conditions (including but not limited to the payment of additional premium) as the Company may impose. If the Company approves the material change in use, the **Insured** shall agree to any changes to the terms and conditions to this Policy and pay any additional premium as the Company may require prior to the endorsement of such material change.

#### I. NON-DISCLOSURE

Any **Pollution Incident**:

1. Which is known by a **Responsible Insured** prior to the **Inception Date** and not specifically disclosed in writing in the application for this Policy; or
2. On, under or migrating from a **Covered Property** which is known by a **Responsible Insured** and not specifically disclosed to the Company in writing prior to the Company's addition of such **Covered Property** by endorsement to this Policy.

#### J. NUCLEAR AND RADIOLOGICAL MATERIAL – INTENTIONAL OR UNLAWFUL RELEASE

Any nuclear or radiological materials of any nature or any of their by-products which are intentionally or unlawfully dispersed or released by any person, including but not limited to the dispersal or release by use of an explosive device.

#### K. PROPERTY DAMAGE TO CONVEYANCES

Any **Property Damage** to any truck, rail car, trailer, rolling stock, intermodal container, shipping container, container, aircraft, vessel, engine, or any other conveyance of any nature utilized during **Transportation**. This exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

#### L. UNDERGROUND STORAGE TANKS

Any **Underground Storage Tank** which is: (i) known to a **Responsible Insured** as of either the **Inception Date** or, for properties added to the Policy during the **Policy Period**, the date on which the property first becomes covered under this Policy; or (ii) installed during the **Policy Period**.

This exclusion does not apply to any **Underground Storage Tank** which has been:

1. Closed or abandoned in place in accordance with all applicable **Environmental Laws** prior to the **Inception Date**;
2. Removed prior to the **Inception Date**; or
3. Scheduled to this Policy by endorsement.

#### M. WAR

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

#### N. WORKERS COMPENSATION, UNEMPLOYMENT, SOCIAL SECURITY, DISABILITY AND SIMILAR LAWS

Any obligation pursuant to any worker's compensation, unemployment insurance, social security, disability benefits or any similar or related laws.

### IV. CLAIMS AND NOTICE PROVISIONS

As a condition precedent to any coverage provided by this Policy, the **Insured** must do each and all of the following:

- A. Without limiting the requirements in any insuring agreements in this Policy, in the event of any **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**, the **Insured** shall provide notice thereof as soon as practicable to the Company's address set forth in the Declarations or (as such address may hereinafter be modified by the Company in writing). In addition, the **Insured** shall provide notice as soon as practicable to the Company's address set forth in the Declarations of any events or circumstances that may reasonably be expected to give rise to a **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**. All such notice shall include detailed information pertaining to:
1. The appropriate person to contact regarding the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**;
  2. The location of and a description of the **Pollution Incident**;
  3. A description of the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**, as applicable;
  4. Any response actions taken by the **Insured** relating to the **Claim or Pollution Incident**; and
  5. Any other pertinent information in the **Insured's** possession or control concerning any actual or potential **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**.
- B. In the event that **Emergency Response Expenses** are incurred, the **Insured** must provide, in writing, all available information relating to such **Emergency Response Expenses** and the **Pollution Incident** giving rise thereto to the Company within fourteen (14) days of commencement of the **Pollution Incident**. Such information shall include all applicable information detailed in Paragraph A. of this Section.
- C. Without limiting the requirements in any insuring agreements in this Policy, the **Insured** shall provide notice as soon as practicable of any **Claim**, but, in any event, during the **Policy Period**, or **Extended Reporting Period**, if applicable. The **Insured** shall furnish all information requested by the Company, including, but not limited to, the following information as soon as practicable after the receipt by the **Insured** or the **Insured's** representative or agent:
1. Copies of any demands, notices, summonses, or legal papers received by the **Insured**;
  2. All correspondence between the **Insured** and any third party claimants;
  3. All reports, notes or other documents prepared by persons hired by the **Insured** to investigate the **Claim**;
  4. All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and
  5. All other information which the Company may require concerning the **Claim** whether or not the **Insured** deems such to be relevant to the **Claim**.

## **V. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION INCIDENT**

### **A. THE COMPANY'S RIGHTS**

The Company shall have the right, but not the duty, to assume direct control over the incurrence of **Remediation Expenses or Emergency Response Expenses** and to participate in decisions regarding any covered **Remediation Expenses or Emergency Response Expenses** upon receiving notice as provided in Section IV. of this Policy. Any **Remediation Expenses or Emergency Response Expenses** expended by the Company in taking such action will be deemed incurred or expended by the **Insured** and shall be applied against the Limits of Liability and deductible under this Policy as described in Section VI.

## B. THE INSURED'S DUTIES

The **Named Insured** shall have the duty to clean up the **Pollution Incident** to the extent required by **Environmental Laws**, by retaining, under written contract, competent professionals or contractors mutually acceptable to the Company and the **Named Insured**. The Company retains the right but not the obligation to review and approve all bids and contracts prior to issuance or execution. The Company shall be informed of all progress at reasonable intervals and shall have the right but not the duty to review and approve all aspects of any such clean up prior to submittal to any regulatory agency that is authorized to review and approve such clean up submittals. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this Paragraph prior to the execution of those actions and measures, unless such notice is not possible under the circumstances because actions or measures constitute **Emergency Response Expenses** or **Environmental Laws** require immediate remediation of the **Pollution Incident**.

It is a condition precedent to coverage that the **Insured** shall make all reasonable attempts to mitigate and minimize any **Loss**, **Business Interruption Expenses**, **Extra Expenses** and **Pollution Incidents** upon discovery of a **Pollution Incident**.

## VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Without regard to the number of **Insureds**, **Covered Properties**, **Pollution Incidents**, **Claims** or claimants, the following limits of liability apply:

### A. POLICY AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for all **Loss**, **Business Interruption Expenses** and **Extra Expenses** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in Item 4. of the Declarations.

### B. COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY

Subject to Paragraph A. above, the most the Company will pay for all **Loss** covered under each particular coverage section indicated as purchased in the Declarations shall not exceed the Coverage Section Aggregate Limit of Liability applicable to that particular coverage section.

Subject to Paragraph A. above, the most the Company will pay for all **Business Interruption Expenses** and **Extra Expenses** covered under Coverage F. shall be the lesser of:

1. The **Business Interruption Expenses** and **Extra Expenses** incurred during the number of days set forth in Item 5. for Coverage F. of the Declarations; and
2. The dollar amount set forth in Item 5. for Coverage F. of the Declarations.

### C. EACH INCIDENT LIMIT OF LIABILITY

Subject to Paragraphs A. and B. above, for each Coverage under this policy, the most the Company will pay for all **Loss** arising out of the same, related or continuous **Pollution Incident(s)** is the Each Incident Limit of Liability applicable to such coverage set forth in Item 5. of the Declarations.

### D. DEDUCTIBLE

Subject to Paragraphs A., B., and C. above, the Company will pay all **Loss** in excess of the applicable deductible amount set forth in Item 5. of the Declarations. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

Subject to Paragraphs A. and B. above, the Company will pay all **Business Interruption Expenses** and **Extra Expenses** in excess of the **Business Interruption Expenses** and **Extra Expenses** incurred after expiration of the number of days in a **Period of Interruption** stated as the Deductible (Days) in Item 5. of the Declarations.

The Company may, but is under no obligation to, advance amounts for **Loss**, **Business Interruption Expenses** and **Extra Expenses** within the deductible. The **Named Insured** shall promptly reimburse the Company for advancing any such amounts within the deductible upon the Company's request.

#### E. MULTIPLE COVERAGES OR DEDUCTIBLES

If the same, related or continuous **Pollution Incident(s)** result in coverage under more than one coverage section, the most the Company shall pay for all **Loss, Business Interruption Expenses** and **Extra Expenses** arising from such **Pollution Incident(s)** shall not exceed the highest Each Incident Limit of Liability, or the Coverage Section Aggregate solely with regard to Coverage F., stated in Item 5. of the Declarations among all of the coverages applicable to the **Loss, Business Interruption Expenses** or **Extra Expenses**.

Furthermore, if more than one deductible is applicable to coverage, only the highest deductible applicable pursuant to Paragraph D. of this Section applicable to the **Loss, Business Interruption Expenses** or **Extra Expenses** shall apply.

#### F. MULTIPLE POLICY PERIODS

If:

1. A **Pollution Incident** is first discovered by the **Insured** and reported to the Company during the **Policy Period**, and a related or continuous **Pollution Incident** is first discovered by the **Insured** and reported to the Company; or
2. A **Claim** is first made against the **Insured** and reported to the Company during the **Policy Period**, and a **Claim** arising from the same, related or continuous **Pollution Incident** is first made against the **Insured** and reported to the Company;

during the policy period of a subsequent policy issued by the Company to the **Insured** in accordance with all the terms and conditions of that policy, then:

- a. All such **Pollution Incidents** shall be deemed to be one **Pollution Incident** and to have been first discovered by the **Insured** and reported to the Company during this **Policy Period**, and shall be subject to the applicable Each Incident Limit of Liability or the Coverage F. Limit of Liability, and the Deductible thereunder, as the case may be, set forth in Item 5. of the Declarations; and
- b. All such **Claims** shall be deemed to have been first made against the **Insured** and reported to the Company during this **Policy Period** and to arise from one **Pollution Incident**, and shall be subject to the applicable Each Incident Limit of Liability and Deductible set forth in Item 5. of the Declarations.

Paragraph F. of this Section applies only if the **Insured** has maintained Site Pollution Incident Legal Liability Select coverage with the Company on a continuous, uninterrupted basis since (i) the first such **Pollution Incident** was discovered by the **Insured** and reported to the Company, or (ii) the first such **Claim** was made against the **Insured** and reported to the Company, providing coverage substantially the same as that provided by the applicable Coverage Part of this policy for (i) **Pollution Incidents** first discovered by the **Insured** and reported to the Company during the policy period, or (ii) **Claims** first made against the **Insured** and reported to the Company during the policy period.

#### VII. CONDITIONS

##### A. ACTION AGAINST COMPANY

No action brought by any organization or entity, other than an **Insured**, shall lie against the Company unless, as a condition precedent thereto, the **Insured** has fully complied with all of the terms and conditions of this Policy and the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or entity or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy to the **Insured** at issue and subject to the terms, conditions, exclusions and limitations of the Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or its legal representative.

##### B. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company unless and until its consent is endorsed hereto, which consent shall not be unreasonably denied.

#### C. AUDIT AND INSPECTION

The Company shall be permitted, but not required, upon reasonable prior notice to inspect, sample and/or monitor any **Covered Property** and operations conducted thereon. Neither this right to make inspections, sample and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others to determine or warrant that a **Covered Property** or operation is legal, appropriate, safe, healthful or conforms to any standard or requirement or is in compliance with any **Environmental Law** or other law. The Company will not manage or exercise control over any **Covered Property** or operation. The Company shall also have the right to interview persons employed by or affiliated with the **Insured**.

#### D. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of its obligations hereunder.

#### E. CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

The Policy may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than ninety (90) days (or ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. The Company may cancel this Policy for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due; or
3. Nonpayment of premium when due.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in Item 7. of the Declarations. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation.

#### F. CHANGES

Notice to or knowledge possessed by any person or entity shall not effect waiver or change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, except as provided by endorsement issued by the Company attached to this Policy. No agent or broker has any authority to change or modify this Policy, waive any of its provisions, or issue any endorsements.

#### G. CHOICE OF FORUM

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that any such litigation and any arbitration or other form of dispute resolution shall take place in the appropriate federal or state courts located in New York, New York.

#### H. CHOICE OF LAW

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that the internal laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this Policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

#### I. CONDITION OF PAYMENT

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

#### J. COOPERATION

The **Insured** agrees with the Company to assist and cooperate in the fulfillment of the terms of the Policy, including the investigation, adjustment, defense or settlement of any **Claim** or in connection with the clean-up and mitigation of a **Pollution Incident**. Such cooperation may also include participating in meetings; requiring the **Insured** to submit to examination under oath; testifying at hearings, depositions and trials; or securing evidence. The Company may also require written statements or the **Insured's** attendance at meetings with the Company in the course of its investigation or defense. The **Insured** must assist the Company in effecting settlement and obtaining the attendance of witnesses. Further, the **Insured** must assist the Company in the pursuit of any coverage that may be available from other insurers or insurance policies for any amounts which also may be covered under this Policy. In addition, the **Insured** shall, to the extent feasible, permit and assist the Company and its representatives in interviewing persons and collecting documents and in viewing, inspecting, or reviewing at any time the **Covered Property**, any other property, or any documents related in any manner to this Policy, any **Claims** or **Loss**, or any coverage provided hereunder. No such inspection or review shall impose any liability, responsibility, or obligation on the Company of any nature. The **Insured** shall take any other actions to assist the Company as the Company may request from time to time.

#### K. ENFORCEABILITY

If any part of this policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this policy, which shall be enforced to the full extent permitted by law.

#### L. HEADINGS

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

#### M. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to oversee the Company's defense of a **Claim** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to our request for information regarding the **Claims** or suit.

Furthermore, the **Insured** may at any time, by the **Insured's** written consent, freely and fully waive these rights to select independent counsel.

#### N. OTHER INSURANCE

If other valid and collectible insurance is available to the **Insured** for **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, the Company's obligations are limited as follows:

1. With the exception of Paragraph 4. below, this insurance is primary except when any other insurance is also primary. In that case, the Company will share with all the other insurance by the method described in Paragraph 2. below.
2. If the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Loss, Business Interruption Expenses** or **Extra Expenses** payable under this Policy remains, whichever comes first.
3. If the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
4. Solely with respect to **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter** or **Legionella**, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter** or **Legionella**, if any, that exceeds the total amount of such other insurance.

#### O. POLICY TERRITORY

This Policy and any coverage provided hereunder is only applicable to **Pollution Incidents** occurring in the United States, its territories and possessions.

#### P. REPRESENTATIONS

By accepting this Policy, the **Named Insured** agrees:

1. The statements in the Declarations and Application are true, accurate and complete in all respects and contain no material omissions;
2. Those statements are the **Named Insured's** agreements and representations; and
3. The Company has issued this Policy in reliance upon those statements and these representations.

Further, the **Named Insured** agrees that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

#### Q. SEPARATION OF INSURED

Except with respect to the Limits of Liability, Section III. **EXCLUSIONS**, Paragraphs **G. INSURED VS INSURED** and **I. NON-DISCLOSURE** and any rights and duties specifically assigned to the first **Named Insured** set forth in Item 1. of the Declarations, this insurance applies:

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this Policy by one **Insured** shall not prejudice the interest or coverage for another **Insured** who did not participate or assist in such misrepresentation, concealment, breach of condition or violation of duty, except where an **Insured** is a parent, subsidiary or affiliate of the **Insured** that misrepresented, concealed or breached a term or condition of or violated a duty under this Policy or participated or assisted therein.

## R. SERVICE OF SUIT

Subject to and without waiving the forum selection clause in Section VII., Paragraph G. of this Policy, it is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the Company, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## S. SOLE AGENT

The **Named Insured** first identified in Item 1. of the Declarations is responsible for payment of all premiums and deductibles, and will act as the sole agent on behalf of all **Insureds** with respect to provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other changes to this Policy, return of any premium, assignment of interest under this Policy, as well as exercise of any applicable **Extended Reporting Period**, unless any such responsibilities are otherwise designated by endorsement.

## T. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all of an **Insured's** rights of recovery against any person or entity, including without limitation any rights to contribution from another insurer. An **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and perfect such rights. No **Insured** shall do anything to impair, reduce, impede, prejudice, curtail or waive such rights. Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the Company, shall be applied first to the **Insured** to the extent of any payments in excess of the limit of coverage, if any; then to the Company to the extent of its payment under the Policy; and then to the **Insured** to the extent of its deductible.

## U. VOLUNTARY PAYMENTS AND ADMISSION OF LIABILITY

No **Insured** shall admit liability, settle or attempt to settle or otherwise dispose of any **Claim**, waive or extend any statute of limitation or statute of repose or the accrual thereof, or, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense without the Company's prior written consent.

This Condition shall not apply if such payment or obligation is an **Emergency Response Expense** or is pursuant to **Environmental Laws** that require immediate remediation of a **Pollution Incident**.

## VIII. EXTENDED REPORTING PERIOD

### A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. The **Named Insured** has purchased the Optional **Extended Reporting Period** available under paragraph B. below;
2. The Policy is terminated for fraud or non-payment of premium; or
3. The **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

#### B. OPTIONAL EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled (except if this Policy is terminated for fraud or the non-payment of premium) to purchase an Optional **Extended Reporting Period** upon termination of this Policy subject to the following terms and conditions:

1. The **Named Insured** shall be entitled to purchase an Optional **Extended Reporting Period** of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the total Policy premium, provided that the **Named Insured** requests such Optional **Extended Reporting Period** in writing within thirty (30) days of the effective date of termination of this Policy;
2. Once the **Named Insured** has paid the additional premium, the Optional **Extended Reporting Period** may not be cancelled by the Company, and such premium shall be fully earned; and
3. The Optional **Extended Reporting Period** shall apply only to **Claims** first made against the **Insured** and reported to the Company during the Optional **Extended Reporting Period**, but only if such **Claims** arise from a **Pollution Incident** which commenced prior to termination of this Policy and are otherwise covered by this Policy.

It is a condition precedent to the coverage provided in this paragraph B. that the **Named Insured** pay any additional premium within thirty (30) days of such termination.

Neither the Automatic **Extended Reporting Period** nor the Optional **Extended Reporting Period** shall modify, reinstate or increase the limits of liability of this Policy, and any payment made during the Automatic **Extended Reporting Period** or the Optional **Extended Reporting Period** shall reduce the available limits of liability.

#### IX. DEFINITIONS

A. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily Injury** shall also include medical monitoring costs.

B. **Business Interruption Expenses** means:

1. Net profit or loss, including **Rental Value**, before taxes that would have been earned or incurred by the **Insured** during the **Period of Interruption**; and
2. Continuing normal operating expenses incurred by the **Insured** during the **Period of Interruption**, including payroll expense for employees of the **Insured**, except employees under contract, officers, executives, and department managers,

due to the reasonable and necessary interruption of the **Insured's** operations at a **Covered Property** during the **Period of Interruption**.

If the **Insured** would have incurred a net loss under Paragraph B.1. above, such net loss shall reduce the operating expenses recoverable under Paragraph B.2. above. Further, if the **Insured** could reduce the **Business Interruption Expenses** resulting from a **Period of Interruption** by complete or partial resumption of operations, or by making use of other property at the **Covered Property**, such reductions shall be taken into account in arriving at the amount of **Business Interruption Expenses**, as will the financial performance of the business before the **Period of Interruption** and the projected financial performance thereafter had no **Period of Interruption** occurred.

- C. **Cargo** means goods, products or waste transported for delivery by a carrier properly licensed to transport such goods, products or waste.
- D. **Claim** means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the **Insured**.
- E. **Conveyance** means any auto, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** shall not include pipelines.
- F. **Covered Property** means those locations specifically scheduled to Item 9. of the Declarations, or any other location specifically endorsed to the Policy as a **Covered Property**.
- G. **Emergency Response Expenses** means reasonable and necessary costs, charges and expenses, including **Legal Costs**, incurred in response to an imminent and substantial threat to human health or the environment and incurred within seven (7) days of the commencement of the **Pollution Incident** giving rise to such costs, charges and expenses to investigate, remove, dispose of, abate, contain, treat or test soil, surface water, groundwater or other contaminated media.

**Emergency Response Expenses** shall not include **Bodily Injury** or **Property Damage**.

- H. **Environmental Laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives that are applicable to a **Pollution Incident**.
- I. **Environmental Professional** means an individual approved and designated by the Company in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to the Company. The Company shall consult with the **Insured** in conjunction with the selection of the **Environmental Professional**.
- J. **Extended Reporting Period** means the **Automatic Extended Reporting Period** or, if applicable, the **Optional Extended Reporting Period** of this Policy as set forth in Section VIII. of the Policy.
- K. **Extra Expenses** means reasonable and necessary expenses incurred by the **Insured**, over and above the **Insured's** continuing normal operating expenses, during the **Period of Interruption**, that the **Insured** would not have incurred had there been no **Onsite Pollution** discovered at the **Covered Property**, provided that the expenses are incurred solely to avoid or minimize the interruption of business and to continue operations:
  - 1. At the **Covered Property**; or
  - 2. At replacement or temporary location(s), including:
    - a. Relocation expenses; and
    - b. Cost to equip and operate the replacement or temporary location(s).

**Extra Expenses** will be reduced by any salvage or other value of property obtained for temporary or other use during the **Period of Interruption** that remains after the resumption of normal operations.

- L. **Flood** means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is the **Insured's** property) from:
  - 1. Overflow of inland or tidal waters;
  - 2. Unusual and rapid accumulation or runoff of surface waters from any source;
  - 3. Mudflow; or
  - 4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

- M. Inception Date** means the applicable date set forth in Item 3. of the Declarations.
- N. Insured** means a **Named Insured**, and any past or present director, officer, partner, member, employee, temporary worker or leased worker of the **Named Insured**.
- O. Insured Contract** means those contracts or agreements, if any, listed on a Schedule of Insured Contracts endorsed to this Policy.
- P. Legal Costs** means attorneys' fees and other costs, charges and expenses incurred in the investigation, adjustment, defense, or settlement of any **Claim** for **Loss**, or in connection with the payment of any **Remediation Expenses**. **Legal Costs** include the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the **Insured**, defense counsel, or the Company.
- Q. Legionella** means legionella pneumophila.
- R. Loss** means:
1. A monetary judgment, award or settlement of compensatory damages arising from **Bodily Injury** or **Property Damage**;
  2. Punitive, exemplary or multiplied damages, and civil fines, penalties and assessments to the extent any of the foregoing is insurable under applicable law, arising from **Bodily Injury** or **Property Damage**;
  3. **Legal Costs**;
  4. **Remediation Expenses**; and
  5. **Emergency Response Expenses**.
- S. Mold Matter** means mold, mildew and fungi, whether or not such **Mold Matter** is living.
- T. Named Insured** means:
1. The person or entity identified in Item 1. of the Declarations;
  2. Any business entity in which the person or entity listed in Item 1. of the Declarations has an ownership interest of 50% or more during the **Policy Period**; and
  3. Any other person or entity listed as a **Named Insured** by endorsement to this Policy.
- U. Natural Resource Damage** means the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- V. New Conditions** means **Pollution Incidents** which first commence, in their entirety, on or after the date set forth in Item 11. of the Declarations.
- W. Non-Owned Disposal Sites** means transfer, storage, treatment or disposal facilities which are utilized by the **Insured** for the transfer, storage, treatment or disposal of waste materials, which facilities are not owned, operated or rented by the **Insured**, provided that:
1. The waste materials first originate from a **Covered Property**;
  2. The transfer, storage, treatment or disposal facility is properly licensed and permitted by the appropriate federal, state or local authority to accept such waste materials as of the date of the transfer, storage, treatment or disposal of such waste materials; and
  3. The transfer, storage or disposal facility is not listed on a proposed or final Federal National Priorities List (Superfund), or any equivalent state or local list as of the earlier of: a) the **Inception Date**; or b) the inception date of the first Site Pollution Incident Legal Liability Select policy issued by the Company to the **Insured** of which this is a continuous and uninterrupted renewal.

- X. Offsite Pollution** means a **Pollution Incident** that has migrated from a **Covered Property** to a location beyond its boundaries. **Offsite Pollution** does not include any **Onsite Pollution**.
- Y. Onsite Pollution** means a **Pollution Incident** on or under the **Covered Property**. **Onsite Pollution** does not include any **Offsite Pollution**.
- Z. Period of Interruption** means the period of time that begins with the interruption of the **Insured's** operations at a **Covered Property** due to a **Pollution Incident** and ends on the earliest of **(1)** when the **Covered Property** is reasonably restored to operations, **(2)** when the **Covered Property** should have been restored to operations with reasonable speed and quality, or **(3)** when business activities resume at a new permanent location. The expiration date of this policy will not reduce the **Period of Interruption**. **Period of Interruption** shall not include any period of time prior to the commencement of normal operations at a **Covered Property**, including but not limited to a delay in the opening of or a delay in the completion of construction at a **Covered Property**. Notwithstanding anything above to the contrary, the **Period of Interruption** shall end on the date that the **Pollution Incident** giving rise to the **Period of Interruption** has been remediated to the extent that the **Insured** can reasonably resume their normal operations; and the **Period of Interruption** shall end on such date even if such resumption of operations is not possible due to any other cause(s).
- AA. Policy Period** means the applicable period stated in Item **3.** of the Declarations. However, if this Policy is cancelled by the **Named Insured** or the Company, the **Policy Period** terminates on the effective date and time of cancellation.
- BB. Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, including medical, infectious and pathological wastes, at levels in excess of those naturally occurring.
- Pollutants** includes:
1. Electromagnetic fields;
  2. **Mold Matter**; and
  3. **Legionella**.
- CC. Pollution Incident** means:
1. The presence of **Mold Matter**; and
  2. The discharge, dispersal, release, escape, migration, or seepage of **Pollutants** on, in, into, or upon land, **Conveyances**, structures, the atmosphere, any watercourse or body of water including surface water or groundwater.
- Pollution Incident** includes the illicit abandonment of **Pollutants** at a **Covered Property** provided that such abandonment was committed by parties other than **Insureds** and without the knowledge of a **Responsible Insured**.
- DD. Pre-Existing Conditions** means **Pollution Incidents** which first commenced, in whole or part, prior to the date specified in Item **11.** of the Declarations.
- EE. Property Damage** means:
1. Physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use of that property;
  2. Loss of use of tangible property owned by parties other than the **Insured**, that is not physically injured or destroyed;
  3. Diminished value of property owned by parties other than the **Insured**; and
  4. **Natural Resource Damage**.
- Property Damage** does not include **Remediation Expenses**.

**FF. Remediation Expenses** means reasonable and necessary expenses, including associated **Legal Costs** incurred with the Company's prior written consent, incurred to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test soil, surface water, groundwater or other contaminated media:

1. To the extent required by **Environmental Laws** governing the liability or responsibilities of the **Insured** to respond to a **Pollution Incident**;
2. In the absence of item 1. above, to the extent recommended in writing by an **Environmental Professional**; or
3. To the extent incurred by the government or any political subdivision of the United States of America or any state, territory or possession thereof, or by parties other than **Insureds** to the extent the **Insured** is liable for such expenses.

**Remediation Expenses** also include **Restoration Costs**. **Remediation Expenses** do not include **Property Damage**.

**GG. Rental Value** means:

1. The total anticipated rental income from tenant occupancy of the **Covered Property** as furnished and equipped by the **Insured**;
2. All charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations, and
3. The fair rental value of any portion of the **Covered Property** that is occupied by the **Insured** during the **Period of Interruption**, less any rental income the **Insured** could earn:
  - a. By complete or partial rental of the **Covered Property**, or
  - b. By making use of other property on the **Covered Property** or elsewhere.

**HH. Responsible Insured** means:

1. The manager or supervisor of the **Named Insured** responsible for environmental affairs or health and safety affairs, control or compliance at a **Covered Property**;
2. The manager of a **Covered Property**; or
3. Any officer, director, risk manager or partner of the **Named Insured**.

**II. Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's prior written consent, to repair, restore or replace damaged real or personal property damaged during work performed in the course of incurring **Remediation Expenses** in order to restore the property to the condition it was in prior to being damaged during such work. **Restoration Costs** shall not exceed the lesser of actual cash value of such real or personal property or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and physical condition shall be made in determining actual cash value. If a repair or replacement results in better than like kind or quality, the Company will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the Company in its sole discretion.

**JJ. Transportation** means the movement of **Cargo** by a **Conveyance** to or from a **Covered Property** by the **Insured** or a third-party carrier from the time of movement from the point of origin until delivery to the final destination.

**Transportation** includes the carrier's loading and unloading of **Cargo** onto or from a **Conveyance** provided that the loading or unloading is performed by or on behalf of the **Named Insured**.

**KK. Underground Storage Tank** means any tank, including any piping and appurtenances connected to the tank, located on or under a **Covered Property** that has at least ten (10) percent of its combined volume underground. **Underground Storage Tank** does not include:

1. Septic tanks, sump pumps or oil/water separators;
2. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or

3. Storm-water or wastewater collection systems.

LL. **Waste Disposal Activities** means the processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste at a **Non-Owned Disposal Site**, provided that such waste first originates from a **Covered Property**.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:

A handwritten signature in black ink, appearing to read "Aurelio G. Jo", with a large, stylized flourish at the end.

Secretary

A handwritten signature in black ink, appearing to read "M. J. P.", with a large, stylized flourish at the end.

President

## **Liberty Mutual Group California Privacy Notice**

Commercial Lines (excluding Workers' Compensation)  
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

### **What Data Does Liberty Mutual Gather?**

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How We Get the Personal Data:**

|                                                                                                         |                                                                           |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| We gather your personal data <b>directly from you</b> . For example, you provide us with data when you: | We also gather your personal data <b>from other people</b> . For example: |
| ▪ ask about, buy insurance or file a claim                                                              | ▪ your insurance agent or broker                                          |

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ▪ pay your policy                                  | ▪ your employer, association or business (if you are insured through them)                                                                                                                                                                                                                                                                                                                                     |
| ▪ visit our websites, call us, or visit our office | ▪ our affiliates or other insurance companies about your transactions with them                                                                                                                                                                                                                                                                                                                                |
|                                                    | ▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property                                                                                                                                                                                                                      |
|                                                    | ▪ other public directories and sources                                                                                                                                                                                                                                                                                                                                                                         |
|                                                    | ▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers |
|                                                    | ▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data                                                                                                                                                                                        |

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

| <b><u>Business Purpose</u></b>                                                                                                                                                                                                                                                                                                                                                    | <b><u>Data Categories</u></b>                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Market, sell and provide insurance.</b> This includes for example: <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>                                                                                                             | <ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul> |
| <b>Manage your claim.</b> This includes, for example: <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> <li>• providing rental car replacement, or repairs;</li> </ul> | <ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> </ul>                        |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>• Claims data</li> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul> |
| <p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>                                                    | <ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>                        |
| <p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul> | <ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>                        |

|                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul> | <ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>                                                     |
| <p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>                                                                                                        | <ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul> |
| <p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>                                                                                                                            | <ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>                                                     |

### **How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers  
Protected Classification Characteristics;  
Internet or other similar network activity;  
Inferences drawn from other personal information;  
Professional, employment, and education information;

Personal Data;  
Commercial Information;  
Claims Data;  
Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

#### **Access or Deletion**

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

#### **You can make a request by either:**

Calling: 800-344-0197

Online: [libertymutualgroup.com/privacy-policy/data-request](https://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

#### **Response Timing**

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **Rights to opt in and out of data selling**

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **No account needed**

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

### **No discrimination**

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197  
**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 28**

**Policy Number:** ISPILLSCAZ08001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED INSURED AMENDMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

It is hereby agreed that **Endorsement # 10, Named Insured**, is deleted in its entirety and replaced with the following for a return premium of [REDACTED]

**Return Premium:**

**Premium for Acts of Terrorism (TRIA):**

**Total Return Premium (Including TRIA):**



The definition entitled **Named Insured** as set forth in Section **IX. DEFINITIONS** is deleted in its entirety and replaced with the following:

**Named Insured** means:

1. The person or entity identified in Item 1. of the Declarations;
2. All members scheduled below on this Endorsement; and
3. Any other person or entity listed as a **Named Insured** by endorsement to the Policy.



[REDACTED]

[REDACTED]

[REDACTED]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

August 19, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 29**

**Policy Number:** ISPILLSCAZ08001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED INSURED AMENDMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

It is hereby agreed that **Endorsement # 28, Named Insured Amendment**, is deleted in its entirety and replaced with the following (the return premium charged on Endorsement # 28 shall not be impacted by such deletion):

The definition entitled **Named Insured** as set forth in Section **IX. DEFINITIONS** is deleted in its entirety and replaced with the following:

**Named Insured** means:

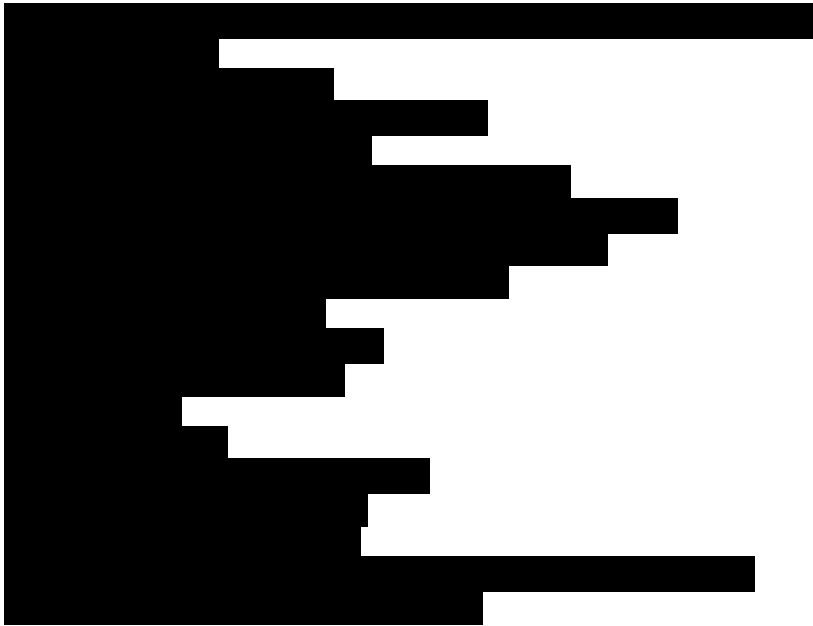
1. The person or entity identified in Item 1. of the Declarations;
2. All members scheduled below on this Endorsement; and
3. Any other person or entity listed as a **Named Insured** by endorsement to the Policy.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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Authorized Representative

August 30, 2021

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Date





**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 34**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** July 01, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED INSURED AMENDMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

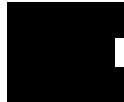
It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

It is hereby agreed that **Endorsement # 10, Named Insured**, is deleted in its entirety and replaced with the following for a return premium of [REDACTED]

**Return Premium:**

**Premium for Acts of Terrorism (TRIA):**

**Total Return Premium (Including TRIA):**



The definition entitled **Named Insured** as set forth in Section **IX. DEFINITIONS** is deleted in its entirety and replaced with the following:

**Named Insured** means:

1. The person or entity identified in Item 1. of the Declarations;
2. All members scheduled below on this Endorsement; and
3. Any other person or entity listed as a **Named Insured** by endorsement to the Policy.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in cursive script, appearing to read "Marie G. [unclear]".

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Authorized Representative

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August 19, 2021

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 35**

**Policy Number:** ISPILLSCAZ0U001

**Effective Date of Endorsement:** August 03, 2021

**Insured Name:** APIP Cyber and Pollution Programs, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED INSURED AMENDMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

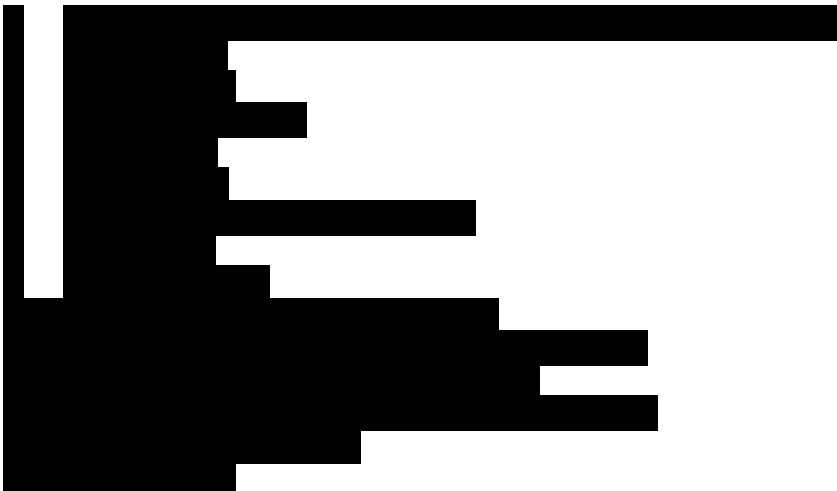
It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

It is hereby agreed that **Endorsement # 34, Named Insured Amendment**, is deleted in its entirety and replaced with the following (the return premium charged on Endorsement # 34 shall not be impacted by such deletion):

The definition entitled **Named Insured** as set forth in Section **IX. DEFINITIONS** is deleted in its entirety and replaced with the following:

**Named Insured** means:

1. The person or entity identified in Item 1. of the Declarations;
2. All members scheduled below on this Endorsement; and
3. Any other person or entity listed as a **Named Insured** by endorsement to the Policy.



[REDACTED]

[REDACTED]

\_\_\_\_\_

[REDACTED]

[REDACTED]



ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in cursive script, appearing to read "Amar G. Singh", written above a horizontal line.

Authorized Representative

August 19, 2021

Date





## PUBLIC ENTITY

# PROPERTY INSURANCE PROGRAM FOR PUBLIC ENTITIES

The property public entities oversee are incredibly diverse and complex. Because of this, Alliant created the Alliant Property Insurance Program (APIP) to give public entities across the country access to thoughtful insurance solutions and price stability through APIP's group purchasing power. This strength is fueled by APIP's nearly 10,000 covered entities in 45 states and over \$500 billion in total insurance values (TIV).

### **APIP is among the largest property placements worldwide.**

Exclusive price controls, innovative program design, and responsive service APIP coverage is significantly broader and typically 10% to 20% less expensive than similar placements offered by competitors. **The program offers per occurrence limits up to \$1 billion.** APIP's size gives members competitive pricing and access to large earthquake, flood, and wind limits with a carefully managed spread of risk.

In addition, APIP members can count on getting their claims paid in a timely manner. Highly rated global insurers and reinsurers with minimum AM Best rating of A- category VII provide coverage that includes:

- Per occurrence limits up to \$1 billion
- Broad insuring agreements
- Coverage for all property of every description of an insurable nature—both real and personal—of the insured

### **APIP's strength is fueled by nearly 10,000 covered entities in 45 states and \$500 billion in total insurance values (TIV).**

- Coverage for property of others in the care, custody, or control of the insured for which the insured is liable wherever located in the United States
- Replacement costs for physical damage, including comprehensive and collision damage as an option for automobiles
- Automatic acquisition of new locations which allows entities to grow without having to wait for underwriting approval
- Blanket fine arts coverage (if scheduled)
- Municipal bond and tax revenue interruption coverage
- Course of construction coverage including delay in start-up
- Property appraisals for all real property over \$5 million
- Boiler and machinery coverage
- Access to Alliant's proprietary OASYS-Net software system, the program provides property schedules, claims, vendor certificates, and places certificate requests online. It allows clients to update their property locations, report a claim, or request a certificate of insurance.

## Coverage for Boiler and Machinery

APIP includes coverage for boilers and machinery with limits up to \$100 million. Established boiler and machinery authorized inspection agencies are used for both jurisdictional and consultative services. This ensures you receive board-certified engineering expertise in machinery, equipment, electronics, and HVAC through a nationwide field network.

To manage a wide range of critical exposures, the program also provides our clients with electrical loss prevention surveys, infrared thermography, industry and technical consultation, a key account service plan, transformer oil gas analysis, boiler operation and maintenance training, and boiler and pressure vessel inspection services for non-code vessels (and vessels located in jurisdictions that do not require inspections).

## Environmental Risk Coverage

Our team of dedicated underwriters has extensive experience in environmental risk and a strong understanding of the unique needs of public entities. To protect your organization from the catastrophic impacts environmental liabilities can have on the physical and financial infrastructure of an organization, APIP members receive first and third party pollution protection against the broad range of environmental risks facing public entities. This coverage includes premises, covered operations, transportation, bodily injury/property damage from pollution conditions, pollution clean-up, mold, and both above-ground storage tanks (ASTs) and underground storage tanks (USTs) coverage.

## Cyber Risk Coverage

Cyber liability looms larger than ever and coverage against it is essential to protect the health of your organization. As an APIP member, our cyber risk specialists will help you assess exposures that threaten your organization, and deliver first and third party coverage to match your risk profile to shield your agency from the ever-changing world of technology-related risks.

## The Alliant Advantage

The Alliant public entity team is comprised of 150 professionals with targeted expertise servicing a broad range of public entities throughout the U.S. We ensure that our clients have access to time-tested expertise and powerful risk resources regardless of location.

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### ABOUT ALLIANT INSURANCE SERVICES

Alliant Insurance Services is the nation's leading specialty broker. In the face of increasing complexity, our approach is simple: hire the best people and invest extensively in the industries and clients we serve. We operate through national platforms to all specialties. We draw upon our resources from across the country, regardless of where the resource is located.



# Risk Control and Safety Services

Helping public entities take a stand  
against the unexpected





In the public sector, the possibility of an accident or loss always looms large. Unannounced and indiscriminate, these incidents can unleash a wave of lost productivity, damaged property, and significant legal and medical expenses that can impact your organization for years.

It's true, these incidents happen all the time. But do they have to?

Alliant works hand-in-hand with public entities across the nation, delivering meticulous analysis and actionable strategies that reduce costly accidents and losses. We'll leverage the full strength of our technological and intellectual resources to deliver sophisticated solutions that enhance safety, increase productivity, and reduce insurance costs.

Power Through Prevention

Our mission is simple. We aim to prevent costly accidents and losses before they can play havoc with your organization. Underlying this commitment is an extensive infrastructure of people, ideas, and resources, all working together to protect your organization. When you work with Alliant, you unlock access to:

- A nationwide network of highly experienced consultants who understand the risks and regulatory climate of your particular market.
- Risk professionals averaging 15 years of experience with a range of certifications and credentials.
- Alliant's extensive library of educational materials, safety resources, and webinars.
- The power and resources of one of the nation's largest specialty insurance and risk management organizations.
- Time-tested methods and expertise that consistently yield lower loss ratios, and in turn, lower insurance costs.
- People who understand your business, its risks, and how they affect your long-term success.

Get the "Big Picture" on Risk Control

We believe that effective risk control is not simply a series of tactics but a hub of interconnected strategies bound together by an ambitious, "big picture" perspective. To achieve this, we combine the following best-in-class services tailored for each of our clients.



Comprehensive Risk Assessment

- Loss analysis
- Operational assessment
- Stakeholder interviews
- Risk impact modeling
- Contract review
- Strategic planning



Critical Success Factors

- Personalize critical success factors
- Develop dashboard tools
- Align solutions with operational and risk goals
- Enterprise risk management



Implement Solutions

- Fire and life safety
- Casualty and workers' compensation
- Regulatory compliance
- Environmental
- Ergonomics and IH
- Fleet safety
- Behavioral safety



Monitor Results

- Monitor and adjust solutions
- Quantify value of outcomes
- Communicate success and improvement opportunities

It's Your Choice. And It's an Important One.

Your charge is twofold: to protect your organization and secure its success. Working with a risk consultant can help you achieve both of these objectives, but you must choose the right partner for your organization. How to find the right fit? Make sure your consultant has:

- In-depth experience handling risks in your industry.
- The courage to tell you what you need to know, not what you want to hear.
- Vast resources at their disposal and the availability to handle the job when and how you need it.
- The support of a team of experts to assist in areas like regulatory citation, claims handling, and litigation.

These exemplify the Alliant approach to risk control and guide all of our actions as we seek to protect our clients from ever-shifting risks.

Key Services

- **On-site hazard/risk assessments:** We perform an in-depth audit of your organization, identifying key areas of liability exposure, followed by detailed findings and recommendations.
- **Ergonomics:** To help reduce workers' compensation costs, we provide engineering and administrative solutions that address core ergonomic issues; then we work with your team to build a self-sustaining risk improvement process through workplace studies, office evaluations, and ongoing training and education.
- **Industrial hygiene:** Our consultants will anticipate, identify, evaluate, and recommend control strategies for chemical or biological hazards that may cause work-related illnesses.
- **Fleet safety analysis:** Our research-based transportation safety programs include full safety assessments, fleet training, accident investigation, and other regulatory audits.
- **General liability:** We help to prevent accidents, reduce injuries, and control insurance costs by pinpointing and mitigating risk to the public.
- **Training services:** Knowledge is power, and we offer a full range of educational resources customized for your organization. This includes a high-impact webinar series.
- **Fire system evaluation:** We analyze the adequacy of your system and then provide recommendations for ongoing maintenance and testing.
- **Risk assessment:** We quantify your exposures by providing C.O.P.E. (construction, occupancy, protection, and exposure) along with natural catastrophe data, risk quality ratings, recommendations, and facility programs.
- **Loss estimates:** Our team can provide customized estimates that cover machinery, equipment, earthquake, wind, or flood in probable maximum loss (PML) and maximum feasible loss (MFL) formats.
- **Business interruption analysis and continuity planning:** We assist you in assessing the risk of a disaster on company operations and identifying its potential impact on your business, suppliers, and customers; and provide a disaster action plan.
- **Infrared and ultrasonic testing:** These important tests detect electrical problems and other critical loss exposures using highly sophisticated diagnostic technologies to prevent unscheduled maintenance, reduce operational interruptions, and improve energy usage.
- **Risk management center:** This web-based risk reduction platform allows you to reduce risk and enable employee safety by creating an effective human resources and risk management program.

# RISK CONTROL CONSULTING

## Training Series for Alliant Clients 2021-22 Calendar

Alliant will be offering a new series of online training aimed at educating our clients in areas of property protection and occupational safety and health. As part of the web-based series, attendees will receive a certificate of completion for each training series.

|                   |                                                                                          |
|-------------------|------------------------------------------------------------------------------------------|
| August 11, 2021   | Q & A Session: Firsthand Experience with Wildland Fires                                  |
| September 8, 2021 | COVID-19 Reducing Risk for Re-opening                                                    |
| October 13, 2021  | Human Element Programs - All Systems Check!                                              |
| November 10, 2021 | Workplace Violence Programs – Tips to Prevent WPV                                        |
| December 8, 2021  | How to Manage a Healthy Indoor Air Quality Environment                                   |
| January 12, 2022  | Business Impact Analysis – Your First Step to Ensuring Continuity in Business Operations |
| February 9, 2022  | Lessons Learned from the 1942 Cocoanut Grove Fire                                        |
| March 9, 2022     | Emergency Preparedness – Minimizing Loss and Protecting Your Assets                      |
| May 11, 2022      | How to Avoid Equipment Breakdown                                                         |
| June 8, 2022      | Establishing a Comprehensive Fleet Safety Management Program                             |

All training sessions are offered at no additional cost and will be held from 10am – 11am pacific Standard Time. **To register, click on the title** to be directed to the registration page. All presentations are recorded for on-demand playback.

QUESTIONS? CALL OR E-MAIL US: 888.737.4752/RISKCONTROL@ALLIANT.COM

### Alliant Insurance Services

888 737 4752 | 1301 Dove Street, Suite 200 | Newport Beach, CA 92660 | [www.alliant.com](http://www.alliant.com)



## ▼ About Alliant Insurance Services

Alliant Insurance Services is one of the nation's leading and fastest growing distributors of diversified insurance products and services. In the face of increasing complexity, our approach is simple: bring on the best people and invest more deeply in the industries and clients we serve. We operate through a network of specialized national platforms and regional offices to offer a comprehensive portfolio of services to our clients. Our goal is to ensure that they get the most innovative products—and innovative thinking—in the industry.

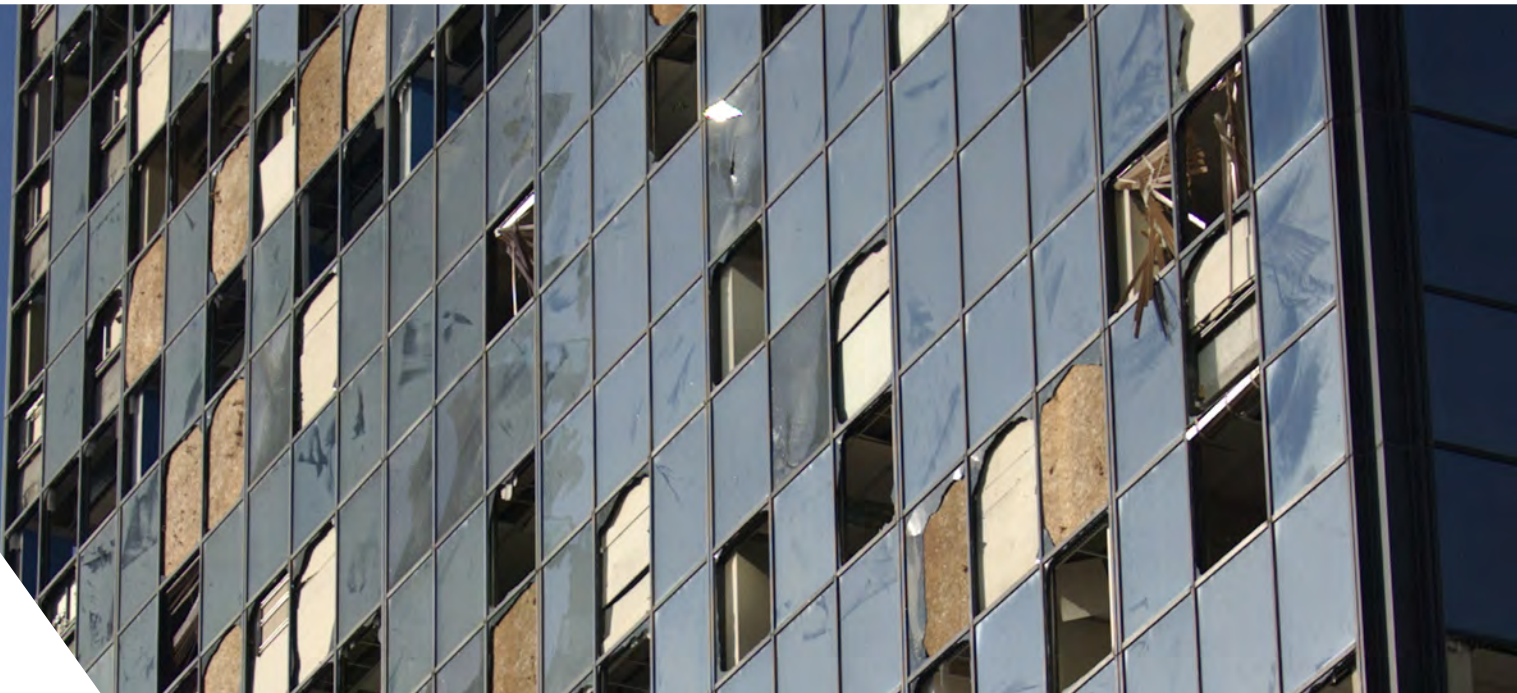
[alliant.com](http://alliant.com)

### Tim Leech, CSP, ARM

First Vice President  
Risk Control Consulting  
(949) 260-5008  
[TLeech@alliant.com](mailto:TLeech@alliant.com)

# APPRAISAL SERVICES

After a property loss you don't need another unpleasant surprise



Suffering a property loss is bad enough without discovering the property was undervalued and you won't recover enough to replace or restore it. The reason for your dilemma: an inaccurate or poorly documented appraisal of the property that created a false sense of security that you were fully covered for the loss.

# APPRAISAL SERVICES

If your assets are undervalued, or the values cannot be defended, the replacement costs paid by your insurance carrier will not adequately cover your losses. To ensure that commercial and public sector organizations do not face this kind of unpleasant surprise, Alliant Appraisal Services provides clients with accurate, fully documented appraisals they can trust.

Each property valuation is conducted by a licensed, experienced real estate appraiser who utilizes valuation techniques that conform to the federal reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). To ensure accuracy, all appraisals are submitted for peer review.

## CLIENT BENEFITS

Clients benefit from our appraisals in a variety of ways, including:

- Identifying inaccuracies in value based on occupancy or building characteristics
- Identifying inaccuracies in square footage, which impacts value
- Updating values to include building additions and renovations and to capture buildings not previously recorded
- Flagging demolished, relocated, or out-of-service structures, thereby reducing insured value
- Documenting and updating COPE (Construction, Occupancy, Protection, Exposures) data, which may help to lower premiums
- Collecting additional data as requested, including secondary earthquake characteristics and GPS coordinates

## COMMERCIAL APPRAISALS

The depth and diversity of our commercial appraisal knowledge and experience set Alliant Appraisal Services apart from other consultants. Besides our own vast knowledge base, we are able to capitalize on our access to Alliant's vast nationwide appraisal and cost databases to meet specialized appraisal needs for nearly every type of commercial client.

In addition to appraising income-producing real property—including industrial, office, multifamily, and commercial—we have extensive expertise in appraising such unique assets as medical facilities, entertainment venues, hospitality sites, construction equipment, and power generation plants, to name only a few.

## PUBLIC ENTITY APPRAISALS

Establishing accurate replacement values for such public sector assets as infrastructure, public facilities, and specialized equipment requires extensive knowledge of both the type of public entity and type of property. Among the unique public assets we appraise are water distribution systems, sewage treatment facilities, power generation plants, medical treatment facilities, school gymnasiums, fire-fighting equipment, communication towers, roadways, bridges, and many others.

## REPORT FORMATS

Our appraisal reports can be customized to a client's particular requirements, ranging from a spreadsheet that summarizes key data to standalone reports for each asset. Clients can be confident that our appraisal reports will be consistent and supported by reliable market data.

## ALLIANT INSURANCE SERVICES: THE PARTNER YOU DESERVE.

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant provides property and casualty, workers' compensation, employee benefits, surety, and financial products and services to more than 26,000 clients nationwide.

[www.alliant.com](http://www.alliant.com)

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## CONTACT

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# **Alliant»Connect**

The power of Alliant at your fingertips



Your business is a dynamic enterprise, moving with speed and agility to meet the ever-changing needs of your clients, employees, and industry. Decisions are made in real time and information must be accessed at a moment's notice. With AlliantConnect, convenience, security, and service are always at your fingertips and waiting for policy information is never part of the equation.



AlliantConnect is a customized online portal providing instant access to all of your insurance information. With its simple interface and intuitive design, you can manage your documents, access informational materials, stay up to date on policy changes, pay premiums, and interact with a service professional. Simply stated, it's a central hub where you can manage all aspects of your insurance policy.

AlliantConnect seamlessly melds the power of Alliant with the convenience of a secure online portal by empowering you to:

- **Access** all of your insurance information via a transparent and easy-to-use online interface
- **Manage** your documents, including certificates of insurance, in real time
- **Learn** through a comprehensive library of fact sheets, white papers, and presentations
- **Watch** training videos designed to help you better manage risk
- **Locate** a summary of your policy changes
- **Track** important dates and announcements
- **Pay** your premiums quickly and easily using an integrated payment component
- **Communicate** quickly and easily with your Alliant service team

### PUT YOUR POLICY IN YOUR POCKET

With AlliantConnect Mobile, your policy follows you wherever business takes you. You enjoy 24/7 on-the-go-access to insurance information in a secure mobile platform through the following features:

- **One-click "Help" button** that will notify the entire service team if you experience an urgent issue
- **On-demand access** to policy documents, schedules, and endorsements
- **Offline access to documents** once they are downloaded
- **Contact information** of the entire service team

**With AlliantConnect, you can rest assured that your information is stored in a secure location.**



### YOUR INFORMATION IS ALWAYS SECURE

With AlliantConnect, you can rest assured that all your information is secure, including payment transactions that are protected with the highest encryption levels possible. In addition, all data is secured to the appropriate account teams, our database and all backups are stored in a highly encrypted format, and all document changes are archived for audit history. As a company that insures clients against cyber risks, Alliant understands the importance of protecting client information in an online environment and how to maximize the security of your information.

### REAL PEOPLE, ALWAYS WITHIN REACH

We believe that technology is only as successful as the people behind it. This is why we designed AlliantConnect not as a means of removing people from the process, but to bring them closer. In addition to accessing a service professional via the online portal, we also offer a toll-free helpline, where you will have direct access to the AlliantConnect support team. Simply give

us a call, let us know you are an AlliantConnect client, and we will be on the phone to help you get the most out of your account. AlliantConnect offers value and convenience by combining cutting-edge technology, optimum security, and personal service.

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