



Illinois Union Insurance Company
Chicago, Illinois

Premises Pollution Liability Portfolio Insurance Policy

Declarations

This Policy is issued by the stock insurance company identified above (hereinafter *the Insurer*).

THIS POLICY PROVIDES LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER, UNLESS AN EXTENDED REPORTING PERIOD APPLIES. THIS POLICY ALSO PROVIDES FIRST-PARTY COVERAGES ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY POLLUTION CONDITIONS AND INDOOR ENVIRONMENTAL CONDITIONS, AS APPLICABLE, FIRST DISCOVERED AND FOR WHICH A FIRST-PARTY CLAIM IS REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER. FINALLY, THIS POLICY PROVIDES COVERAGE FOR EMERGENCY RESPONSE COSTS THAT IS LIMITED BY MORE SPECIFIC REPORTING CRITERIA AND COVERS ONLY EMERGENCY RESPONSE COSTS INCURRED, AND REPORTED TO THE INSURER, IN WRITING, WITHIN THE SPECIFIC TIMING REQUIREMENTS IDENTIFIED IN THIS POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND SHALL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Policy No.: PPI G27060080 004	Renewal of: PPI G27060080 003
Item 1.	First Named Insured: Behavioral Health Insurance Pool, Inc. Address: 333 East Osborn Road Phoenix, AZ 85012

Coverages Purchased: Coverage A. - ☒ Coverage B. - ☒ Coverage C. - ☒



Item 2.	Policy Period: (Local Time of the Address Shown in Item 1., above.)	Policy Inception Date: March 31, 2015 12:01 A.M.	Policy Expiration Date: December 31, 2015 12:01 A.M.
Item 3.	Limits of Liability: In U.S. Dollars	a. \$ 2,000,000 Per Pollution Condition or Indoor Environmental Condition Limit of Liability b. \$ 2,000,000 Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Indoor Environmental Conditions	
Item 4.	Self-Insured Retention / Deductible Period: In U.S. Dollars	a. \$ 25,000 Per Pollution Condition or Indoor Environmental Condition b. 10 Days Per Pollution Condition or Indoor Environmental Condition	
Item 5.	Retroactive Dates:	Coverage A - March 31, 2012 Coverage B - March 31, 2012	

		<p>Coverage C - March 31, 2012</p> <p>If "FULL RETRO" is indicated in the Retroactive Date column above, then retroactive coverage is afforded pursuant to this Policy for that specific exposure, subject to any other corresponding exposure-specific Retroactive Date, below, or added to this Policy by endorsement.</p> <p>Exposure-Specific Retroactive Dates - <input type="checkbox"/> Not Applicable</p> <p>Transportation – March 31, 2012</p> <p>Covered Operations – March 31, 2012</p> <p>Non-Owned Disposal Sites - March 31, 2012</p>
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Item 6.	Premium: In U.S. Dollars	<p>\$ 13,823.00</p> <p>(The entire amount of this premium shall be 25% minimum earned as of the first day of the Policy Period indicated in Item 2., above)</p>
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Item 7.	Producer: Name & Address	ALLIANT INSURANCE SERVICES 1301 DOVE STREET, SUITE 200, NEWPORT BEACH, CA 92660-2436
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Item 8.	a. Notice of Claim or Pollution Condition	b. All other Notices
Notices	Environmental Risk Claims Manager ACE USA Claims P.O. Box 25157 Lehigh Valley, PA 18002-5157 Fax: (866) 635-5687 First Notice Fax: (877) 201-6866 First Notice Email: CasualtyRiskEnvironmentalFirstNotice@ace-ina.com	Environmental Risk Underwriting Officer ACE Environmental Risk P.O. Box 1000 436 Walnut Street – WA 07A Philadelphia, PA 19106
	ACE Alertsm - 24 Hour Emergency Response Hotline	1-888-310-9553

Item 9.	Covered Locations:	Per Endorsement PF-45025 (09/14) <input checked="" type="checkbox"/> if checked here, schedule of Covered Locations is designated via endorsement.
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Policy Form No. PF-45006 (09/14) Premises Pollution Liability Portfolio Insurance Policy

AZ Premium:	\$13,823.00
AZ Surplus Lines Tax:	\$414.69
AZ Stamping Fee:	\$27.65

Endorsements and Notices Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:
1	PF-32460 (11/10)	Schedule of Named Insureds Endorsement
2	PF-44893 (09/14)	Aggregated Self-Insured Retention Endorsement
3	PF-44896 (09/14)	Asbestos and/or Lead-Based Paint Management Plan Exclusionary Endorsement
4	PF-44936 (09/14)	Fungi or Legionella Management Plan Exclusionary Endorsement
5	PF-44957 (09/14)	Notice of Cancellation Amendatory (Generic Time Frame) Endorsement
6	PF-44963 (09/14)	Other Insurance (Primary) Endorsement
7	PF-44967 (09/14)	Premium Earn-Out (Staggered – One Year – Acceleration) Endorsement
8	PF-45017 (09/14)	Automatic Acquisition and Due Diligence Endorsement
9	PF-45025 (09/14)	Schedule of Covered Locations Endorsement
10	PF-45041 (02/15)	Healthcare Amendatory Endorsement
11	PF-45044 (09/14)	Itemized Coverages Only Amendatory (Varied Retroactive Dates) Endorsement
12	PF-45045 (09/14)	Location-Specific Retroactive Dates Endorsement
13	PF-45062 (09/14)	Scheduled Locations Coverage Only Endorsement
14	LD-2S51a (02/01)	Arizona Changes - Cancellation and Nonrenewal
15	ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
16	XS-3U96f (02/06)	Service of Suit Endorsement
17	LD-5S23j (03/14)	Signatures
	TRIA24 (01/15)	Policyholder Disclosure Notice of Terrorism Insurance Coverage
	SL-17887 (Ed. 08/04)	Arizona Surplus Lines Notification
	ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
	IL P 001 01 04	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE:

March 31, 2015

MO/DAY/YR



JOHN J. LUPICA, President

AUTHORIZED REPRESENTATIVE



Premises Pollution Liability Portfolio Insurance Policy

This Policy is issued by the stock insurance company identified in the Declarations (hereinafter *the Insurer*).

THIS POLICY PROVIDES LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER, UNLESS AN EXTENDED REPORTING PERIOD APPLIES. THIS POLICY ALSO PROVIDES FIRST-PARTY COVERAGES ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY POLLUTION CONDITIONS AND INDOOR ENVIRONMENTAL CONDITIONS, AS APPLICABLE, FIRST DISCOVERED AND FOR WHICH A FIRST-PARTY CLAIM IS REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER. FINALLY, THIS POLICY PROVIDES COVERAGE FOR EMERGENCY RESPONSE COSTS THAT IS LIMITED BY MORE SPECIFIC REPORTING CRITERIA AND COVERS ONLY EMERGENCY RESPONSE COSTS INCURRED, AND REPORTED TO THE INSURER, IN WRITING, WITHIN THE SPECIFIC TIMING REQUIREMENTS IDENTIFIED IN THIS POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND SHALL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

Throughout this Policy the words *the Insurer* shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section V., **DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon all statements made in the Application to this Policy, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this Policy, the Insurer agrees to provide insurance coverage to the “insured” as described herein.

I. INSURING AGREEMENTS

Solely to the extent that the coverages below are identified on the Declarations to this Policy as being underwritten by the Insurer, the Insurer agrees to pay on behalf of the “insured” for “loss”, in excess of the “self-insured retention” or deductible period (as applicable), resulting from:

A. FIRST-PARTY REMEDIATION COSTS COVERAGE (Coverage **A.**)

“First-party claims” arising out of: **1)** a “pollution condition” on, at under or migrating from a “covered location”; **2)** an “indoor environmental condition” at a “covered location”; or **3)** a “pollution condition” resulting from “transportation”, provided the “insured” first discovers such “pollution condition” or “indoor environmental condition” during the “policy period”. Any such “first-party claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”.

The coverage afforded pursuant to this Coverage **A.** only applies to “pollution conditions” or “indoor environmental conditions” that first commence, in their entirety, on or after the retroactive date identified in Item **5.** of the Declarations, if applicable, and prior to the expiration of the “policy period”.

B. FIRST-PARTY EMERGENCY RESPONSE COVERAGE (Coverage **B.**)

“First-party claims” arising out of: **1)** a “pollution condition” on, at under or migrating from a “covered location”; **2)** an “indoor environmental condition” at a “covered location”; or **3)** a “pollution condition” resulting from “covered operations” or “transportation”, provided the “insured” first discovers such “pollution condition” or “indoor environmental condition” during the “policy period”. Any such “first-party claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”.

The coverage afforded pursuant to this Coverage **B.** only applies to “pollution conditions” or “indoor environmental conditions” that first commence, in their entirety, on or after the retroactive date identified in Item **5.** of the Declarations, if applicable, and prior to the expiration of the “policy period”.

C. THIRD-PARTY CLAIMS COVERAGE (Coverage **C.**)

“Claims” arising out of a “pollution condition” or an “indoor environmental condition”, provided the “claim” is first made during the “policy period”. Any such “claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”, or during any applicable “extended reporting period”.

The coverage afforded pursuant to this Coverage **C.** only applies to “pollution conditions” or “indoor environmental conditions” that first commence, in their entirety, on or after the retroactive date identified in Item **5.** of the Declarations, if applicable, and prior to the expiration of the “policy period”.

II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

- A. It is expressly agreed that the Insurer’s obligation to pay for any covered “loss” (exclusive of “business interruption loss”) pursuant to this Policy shall attach to the Insurer only after the “first named insured” has paid, or has provided evidence to the Insurer that another “named insured” has paid, the full amount of the “self-insured retention” with respect to any covered “pollution condition” or “indoor environmental condition”. Under no circumstances, including, but not limited to, an “insured’s” insolvency and/or bankruptcy, shall the Insurer be liable to pay any amount within the “self-insured retention”. In the event that the “first named insured” cannot provide satisfactory evidence that a “named insured” has paid the full amount of the “self-insured retention” with respect to any covered “pollution condition” or “indoor environmental condition”, the “first named insured” shall remain responsible to pay the “self-insured retention” before the Insurer’s payment obligation pursuant to this Policy shall attach with respect to coverage sought by any “insured”.

Notwithstanding the foregoing, if the “insured” agrees with the Insurer to use “mediation” to successfully resolve any “claim” for which “legal defense expenses” have been incurred, then the “self-insured retention” applicable to the “pollution condition” or “indoor environmental condition” that corresponds to such “claim” shall be reduced by fifty percent (50%), subject to a maximum reduction in the “self-insured retention” of twenty-five thousand dollars (\$25,000).

In addition to the foregoing, it is expressly agreed that the Insurer’s obligation to pay for any covered “business interruption loss” pursuant to this Policy shall attach to the Insurer only after the relevant “insured” has also borne the full amount of the “business interruption loss” within the deductible period identified in Item **4.** of the Declarations to this Policy.

- B. One “self-insured retention” shall apply to all “loss” (exclusive of “business interruption loss”) arising out of the same, continuous, repeated, or related “pollution condition” or “indoor environmental condition”. If the same, continuous, repeated, or related “pollution condition” or “indoor environmental condition” triggers coverage pursuant to multiple coverage parts, or otherwise involves multiple exposures that have been assigned exposure-specific “self-insured retention” amounts by endorsement to this Policy, the single largest of the associated “self-insured retention” amounts identified in: **1)** Item **4.** of the Declarations; **2)** any Supplemental Coverage added by endorsement to this Policy; or **3)** any exposure-specific “self-insured retention” endorsement identified as part of this Policy, shall apply to all “loss” and other covered exposures arising out of such “pollution condition” or “indoor environmental condition”, except for any “catastrophe management costs” that are assigned an exposure-specific “self-insured retention” by endorsement to this Policy, if any (hereinafter Catastrophe Management-Specific SIR Obligation). Amounts within any such Catastrophe Management-Specific SIR Obligation shall be independent of, and shall not otherwise erode, the single largest “self-insured retention” applicable to all other covered exposures arising out of the same “pollution condition” or “indoor environmental condition” as contemplated herein.
- C. One deductible period shall apply to all “business interruption loss” arising out of the same, continuous, repeated, or related “pollution condition” or “indoor environmental condition”.
- D. Subject to Subsections **E.** and **F.**, below, the most the Insurer shall pay for all “loss” arising out of the same, continuous, repeated, or related “pollution condition” or “indoor environmental condition” is the Per Pollution Condition or Indoor Environmental Condition Limit of Liability identified in Item **3.a.** of the Declarations to this Policy.
- E. Subject to Subsection **D.**, above, and Subsection **F.**, below, **\$250,000** shall be the maximum amount the Insurer shall pay for all “catastrophe management costs” arising out of all “pollution conditions” and “indoor environmental conditions”.
- F. Subject to Subsections **D.** and **E.**, above, the Total Policy and Program Aggregate Limit of Liability identified in Item **3.b.** of the Declarations shall be the maximum liability of the Insurer pursuant to this Policy with respect to all “loss”.
- G. If the Insurer or an affiliate has issued pollution liability coverage afforded on a discovered and reported basis or claims-made and reported basis consistent with coverage afforded pursuant to this Policy in one or more policy periods, and a “pollution condition” or “indoor environmental condition” is first discovered and reported to the Insurer, or a “claim” is first made and reported to the Insurer with respect to a “pollution condition” or “indoor environmental condition”, in accordance with the terms and conditions of this Policy, then:
1. Any continuous, repeated, or related “pollution condition” or “indoor environmental condition” that is subsequently reported to the Insurer during later policy periods shall be deemed to be one “pollution condition” or “indoor environmental condition” discovered during this “policy period”; and



2. All “claims” arising out of:

- a. The same, continuous, repeated, or related “pollution condition” or “indoor environmental condition” that was discovered during this “policy period”; or
- b. The same, continuous, repeated, or related “pollution condition” or “indoor environmental condition” that was the subject of a “claim” first made and reported in accordance with the terms and conditions of this Policy,



shall be deemed to have been first made and reported during this “policy period” and no other policy shall respond.

III. DEFENSE AND SETTLEMENT

- A. The Insurer shall have the right and, subject to the “self-insured retention” obligation, the duty to defend the “insured” against a “claim” to which this insurance applies. The Insurer shall have no duty to defend the “insured” against any “claim” to which this insurance does not apply. The Insurer’s duty to defend the “insured” ends once the Limits of Liability are exhausted or are tendered into a court of applicable jurisdiction, or once the “insured” refuses a settlement offer as provided in Subsection E., below.
- B. The Insurer shall have the right to select legal counsel to: **1)** represent the “insured” for the investigation, adjustment, and defense of any “claims” covered pursuant to this Policy; and **2)** assist the “insured” with clarifying the extent of, and to help minimize, any “first-party remediation costs”. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably withheld.



In the event the “insured” is entitled by law to select independent counsel to defend itself at the Insurer’s expense, the attorney fees and all other litigation expenses the Insurer shall pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending “claims” or lawsuits of similar complexity in the jurisdiction where the “claim” arose or is being defended. In addition, the “insured” and the Insurer agree that the Insurer may exercise the right to require that such counsel: **1)** have certain minimum qualifications with respect to their competency, including experience in defending “claims” similar to those being asserted against the “insured”; **2)** maintain suitable errors and omissions insurance coverage; **3)** be located within a reasonable proximity to the jurisdiction of the “claim”; and **4)** agree in writing to respond in a timely manner to the Insurer’s requests for information regarding the “claim”. The “insured” may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

- C. The “insured” shall have the right and the duty to retain a qualified environmental consultant or “catastrophe management firm” to: **1)** perform any investigation and/or remediation of any “pollution condition” or “indoor environmental condition” covered pursuant to this Policy; or **2)** perform “catastrophe management services” covered pursuant to this Policy, respectively. The “insured” must receive the consent of the Insurer prior to the selection and retention of such consultant or “catastrophe management firm”, except in the event of a “first-party claim” that results in “emergency response costs”.
- D. “Legal defense expenses” reduce the Limits of Liability identified in the Declarations to this Policy, and, unless specifically stated otherwise herein, any applicable Limits or Sublimits of Liability identified in any endorsement hereto. “Legal defense expenses” shall also be applied to the “self-insured retention”.
- E. The Insurer shall present all settlement offers to the “insured”. If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable “self-insured retention”, is within the Limits of Liability, and does not impose any additional unreasonable burdens on the “insured”, and the “insured” refuses to consent to such settlement offer, then the Insurer’s duty to defend shall end. Thereafter, the “insured” shall defend such “claim” independently and at the “insured’s” own expense. The Insurer’s liability shall not exceed the amount for which the “claim” could have been settled if the Insurer’s recommendation had been accepted, exclusive of the “self-insured retention”.



IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to “pollution conditions” or “indoor environmental conditions” located, and “claims” made, within the United States of America.

V. DEFINITIONS

- A. “Additional insured” means any person or entity specifically endorsed onto this Policy as an “additional insured”, if any. Such “additional insured” shall maintain only those rights that are specified by endorsement to this Policy.

- B. **“Adverse media coverage”** means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.
- C. **“Bodily injury”** means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom, and any prospective medical monitoring costs that are intended to confirm any such physical injury, illness or disease.
- D. **“Business income”** means:
1. Net profit or loss, before income taxes, including “rental income” from tenants, that would have been realized had there been no “business interruption”;
 2. The “insured’s” continuing operating and payroll expense (excluding payroll expense of officers, executives, department managers and contract employees);
 3. Costs incurred by the “insured” as rent for temporary premises when a portion of a “covered location” becomes untenable due to a “pollution condition” or “indoor environmental condition” and temporary premises are required to continue the “insured’s” operations. Such rental costs cannot exceed the fair rental value of the untenable portion of the “covered location”.
- E. **“Business interruption”** means the necessary partial or complete suspension of the “insured’s” operations at a “covered location” for a period of time, which is directly attributable to a “pollution condition” or “indoor environmental condition” to which Coverage A. of this Policy applies. Such period of time shall extend from the date that the operations are necessarily suspended and end when such “pollution condition” or “indoor environmental condition” has been remediated to the point at which the “insured’s” normal operations could reasonably be restored.
- F. **“Business interruption loss”** means:
1. “Business income”;
 2. “Extra expense”; and
 3. “Delay expense”.
- G. **“Catastrophe management costs”** means reasonable and necessary expenses approved by the Insurer, in writing, except for those expenses incurred during the same seven (7) day period associated with “emergency response costs”, which have been incurred by the “insured” for the following:
1. Responsive consulting services rendered by a “catastrophe management firm”;
 2. Printing, advertising, mailing of materials of public relations materials;
 3. Travel by directors, officers, employees or agents of the “insured”, or the “catastrophe management firm”, incurred at the direction of a “catastrophe management firm”;
 4. To secure the scene of a “pollution condition” or “indoor environmental condition”; or
 5. Sums advanced to third-parties directly harmed by the “pollution condition” or “indoor environmental condition” for their medical costs; funeral costs; psychological counseling; travel expenses costs; temporary living costs or other necessary response costs,
- but solely in those instances when, in the good faith opinion of a “key executive”, the associated “pollution condition” or “indoor environmental condition” has resulted in or is reasonably likely to result in: a) “loss” (exclusive of “catastrophe management costs”) that will exceed the applicable “self-insured retention”; and b) a need for “catastrophe management services” due to “adverse media coverage”.
- “Catastrophe management costs”** do not include any “legal defense expense”.
- H. **“Catastrophe management firm”** means any firm that is approved, in writing, except for firms retained for the same seven (7) day period associated with “emergency response costs”, by the Insurer to perform “catastrophe management services” in connection with a “pollution condition” or “indoor environmental condition”.
- I. **“Catastrophe management services”** means advising the “insured” with respect to minimizing potential harm to the “insured” from a covered “pollution condition” or “indoor environmental condition” by managing “adverse media coverage” and maintaining and restoring public confidence in the “insured”, and its services or products.
- J. **“Claim”** means the written assertion of a legal right received by the “insured” from a third-party, or from another “insured” that is party to an “environmental indemnity obligation”, including, but not limited to, a “government action”, suits or other actions alleging responsibility or liability on the part of the “insured” for “bodily injury”, “property damage”

or “remediation costs” arising out of “pollution conditions” or “indoor environmental conditions” to which this insurance applies.

K. “Covered location” means:

1. Any location owned, operated, managed, leased or maintained by the “first named insured”, or any “named insured” affiliated by common ownership with the “first named insured”, upon the inception date identified in Item 2. of the Declarations to this Policy;
2. Any location that meets the prerequisites to coverage identified in the Automatic Acquisition and Due Diligence Endorsement attached to this Policy, if any; and
3. Any other location specifically scheduled as a “covered location” by endorsement attached to this Policy, if any.

L. “Covered operations” means any operations that are identified in the Application and any supporting documentation provided to the Insurer by the “first named insured” prior to the inception date identified in Item 2. of the Declarations to this Policy, which are performed by or on behalf of a “named insured” outside of the physical boundaries of a “covered location”.

M. “Delay expense” means, for a “covered location” under development where a “pollution condition” or “indoor environmental condition” causes a delay in the completion or development during the “business interruption”, any of the following expenses:

1. Additional interest on money the “insured” has borrowed to finance the construction, development, or remediation of a project at a “covered location”;
2. Additional realty taxes and other assessments;
3. Additional advertising or promotional expense;
4. Additional expenses incurred resulting from the renegotiation of leases, including associated usual and customary legal representation expense; and
5. Additional engineering, architectural, and consulting fees.

N. “Emergency response costs” means “first-party remediation costs” incurred within seven (7) days following the discovery of a “pollution condition” or “indoor environmental condition” by a “responsible person” in order to abate or respond to an imminent and substantial threat to human health or the environment arising out of:

1. A “pollution condition” or “indoor environmental condition” on, at, under or migrating from a “covered location”; or
2. A “pollution condition” resulting from “covered operations” or “transportation”,

provided such “emergency response costs” are reported to the Insurer within fourteen (14) days of when that “responsible person” first became aware of such “pollution condition” or “indoor environmental condition”.

O. “Environmental indemnity obligations” means an “insured’s” obligations to defend or indemnify a third-party with respect to a “pollution condition” or “indoor environmental condition” to which this insurance otherwise applies, provided that such defense or indemnity obligation is explicitly included within a contract identified or described on the Schedule of Insured Contracts Endorsement attached to this Policy, if any.

P. “Environmental law” means any Federal, state, commonwealth, municipal or other local law, statute, ordinance, rule, guidance document, regulation, and all amendments thereto (collectively Laws), including voluntary cleanup or risk-based corrective action guidance, or the direction of an “environmental professional” acting pursuant to the authority provided by any such Laws, along with any governmental, judicial or administrative order or directive, governing the liability or responsibilities of the “insured” with respect to a “pollution condition” or “indoor environmental condition”.

Q. “Environmental professional” means a licensed professional that is:

1. Mutually agreed upon by the Insurer and the “insured”, except with respect to “emergency response costs”; and
2. Qualified by licensure, knowledge, skill, education and training to perform an assessment, prepare an investigation protocol, interpret the results and prepare a scope of work to remediate a “pollution condition” or “indoor environmental condition”.

R. “Extended reporting period” means the additional period of time in which to report a “claim” first made against the “insured” during or subsequent to the end of the “policy period”.

- S. **“Extra expense”** means costs incurred by the “insured” due to a “pollution condition” or “indoor environmental condition” that are necessary to avoid or mitigate any “business interruption”. Such costs must be incurred to actually minimize the amount of foregone “business income” that would otherwise be covered pursuant to this Policy.
- T. **“First named insured”** means the person or entity as identified in Item 1. of the Declarations to this Policy. The “first named insured” is the party responsible for the payment of any premiums and the payment of, or evidencing payment of, any applicable “self-insured retention” amounts. The “first named insured” shall also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notices, including notice of cancellation or non-renewal, receipt and acceptance of any endorsements or any other changes to this Policy, return of any premium, assignment of any interest pursuant to this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.
- U. **“First-party claim”** means the first-party discovery of a “pollution condition” or an “indoor environmental condition” during the “policy period” by an “insured” to which this insurance applies.
- V. **“First-party remediation costs”** means reasonable and necessary “remediation costs” incurred by an “insured” resulting from the discovery of a “pollution condition” or “indoor environmental condition”. If no applicable laws exist that govern the remediation of such “pollution condition” or “indoor environmental condition” in the jurisdiction of the “covered location”, necessary “remediation costs” may be established by securing the written professional recommendations of an “environmental professional”.
- “First-party remediation costs”** also means reasonable and necessary expenses required to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during the course of responding to a “pollution condition” or “indoor environmental condition”. Such expenses shall not include costs associated with betterments or improvements, except to the extent that such betterments or improvements are exclusively associated with the use of building materials which are environmentally superior to those materials which comprised the original damaged property. Any such environmentally superior material must be: **a)** certified as such by an applicable independent certifying institution, where such certification is available; or **b)** in the absence of any such certification, based solely on the judgment of the Insurer and at its sole discretion.
- W. **“Fungi”** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by “fungi”.
- X. **“Government action”** means action taken or liability imposed by any Federal, state, commonwealth, municipal or other local government agency or body acting pursuant to the authority of “environmental law”.
- Y. **“Illicit abandonment”** means:
1. Solely with respect to coverage for “covered locations”, the intentional placement or abandonment of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, including “low-level radioactive waste”, “mixed waste” and medical, red bag, infectious and pathological wastes, on, at or into a “covered location”, by a person or entity that:
 - a. Is not an “insured”; and
 - b. Is not affiliated by common ownership with an “insured”, and,
 2. Solely with respect to coverage for “transportation”, the intentional placement or abandonment of any waste, goods, materials or product beyond the boundaries of a “covered location” during “transportation” by a person or entity that:
 - a. Is not an “insured”; and
 - b. Is not affiliated by common ownership with an “insured”.
- “Illicit abandonment”** does not mean any such placement or abandonment, above, which takes place, in whole or in part, prior to the inception date identified in Item 2. of the Declarations of this Policy.
- Z. **“Indoor environmental condition”** means:
1. The presence of “fungi” in a building or structure, or the ambient air within such building or structure; or
 2. The discharge, dispersal, release, escape, migration or seepage of *legionella pneumophila* in a building or structure, or the ambient air within such building or structure,
- provided that such “fungi” or *legionella pneumophila* are not naturally occurring in the environment in the amounts and concentrations found within such building or structure.

- AA. “Insured”** means the “first named insured”, any “named insured”, any “additional insured”, and any past or present director or officer of, partner in, employee of, temporary or leased worker of, or, with respect to a limited liability company, a member of, any of the foregoing while acting within the scope of his or her duties as such.
- BB. “Key executive”** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel, general partner or managing partner (if the “insured” is a partnership), managing member (if the “insured” is a limited liability company) or sole proprietor (if the “insured” is a sole proprietorship) of the “insured”. A “key executive” also means any other person holding a title designated by the “first named insured”, approved by the Insurer, and identified by endorsement to this Policy.
- CC. “Legal defense expense”** means reasonable legal costs, charges, and expenses, including expert charges, incurred by the “insured”:
1. In the investigation, adjustment or defense of “claims”; or,
 2. Solely with respect to those instances where the “insured” has secured the prior consent of the Insurer, except in the event of a “first-party claim” that results in “emergency response costs”, in order to clarify the extent of, minimize, and effect resolution of, any obligation to incur “first-party remediation costs”.
- DD. “Loss”** means:
- Coverage A.
1. “First-party remediation costs”;
 2. “Business interruption loss”;
 3. “Catastrophe management costs”; and
 4. Associated “legal defense expense”.
- Coverage B.
5. “Emergency response costs”; and
 6. Associated “legal defense expense”.
- Coverage C.
7. A monetary judgment, award or settlement of compensatory damages arising from “bodily injury”, “property damage” or “remediation costs”, including associated punitive, exemplary or multiplied damages, and civil fines, penalties and assessments, but solely to the extent that the punitive, exemplary or multiplied damages, and civil fines, penalties and assessments:
 - a. Are insurable under applicable law; and
 - b. Arise out of a “pollution condition” or “indoor environmental condition” that results in “bodily injury”, “property damage” or “first-party remediation costs” to which this insurance otherwise applies; and
 8. Associated “legal defense expense”.
- Supplemental Coverages
- Any other liability or first-party exposure insured pursuant to any Supplemental Coverage added by endorsement to this Policy.
- EE. “Low-level radioactive waste”** means waste that is radioactive but not classified as the following: high-level waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed), uranium milling residues, and waste with greater than specified quantities of elements heavier than uranium.
- FF. “Mediation”** means a conciliatory, non-binding attempt to resolve a “claim” using a neutral, third-party facilitator.
- GG. “Mixed waste”** means waste containing both radioactive and hazardous components as defined pursuant to United States law within the Atomic Energy Act and the Resource Conservation and Recovery Act, as either may be amended.
- HH. “Named insured”** means the “first named insured” and any other person or entity specifically endorsed onto this Policy as a “named insured”, if any. “Named insureds” shall maintain the same rights pursuant to this Policy as the “first named insured”, except for those rights specifically: **1)** reserved to the “first named insured” as defined herein; or **2)** limited by endorsement to this Policy.

II. “Natural resource damage” means injury to, destruction of, or loss of, including the resulting loss of value of, fish, wildlife, biota, land, 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 of America (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, commonwealth or local government, or any Native American Tribe, or, if such resources are subject to a trust restriction on alienation, any members of any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.

JJ. “Non-owned disposal site” means:

1. Any treatment, storage, transfer, disposal or recycling site or facility located within the United States of America that has not at any time been owned or operated, in whole or in part, by any “insured”, which receives, or has historically received, a “named insured’s” waste for disposal; provided that such treatment, storage, transfer, disposal or recycling site or facility:
 - a. Was properly permitted and licensed pursuant to “environmental law” to accept the “named insured’s” waste at the time of such disposal by the Federal, state, commonwealth, municipal or other local government agencies or bodies with applicable jurisdiction;
 - b. Was not owned or operated by any person, corporation or unincorporated association that was in bankruptcy at the time the “named insured’s” waste was received for disposal; and
 - c. Has not, prior to the time the “named insured’s” waste was received for disposal, been identified on the United States EPA (CERCLA) National Priorities List or pursuant to any functional equivalent of that list made by Federal, state, commonwealth, municipal or other local government agency or body with applicable jurisdiction pursuant to “environmental law”, or
2. Any treatment, storage, transfer, disposal or recycling site or facility specifically identified on a Schedule of Non-Owned Disposal Sites Endorsement attached to this Policy, if any.

KK. “Policy period” means:

1. The period of time specifically identified in Item 2. of the Declarations to this Policy; or,
2. Solely with respect to “covered locations” added to this Policy during the period of time specifically identified in Item 2. of the Declarations to the Policy, if any, the period of time following the effective date of such addition through the expiration date of the Policy identified in Item 2. of the Declarations to this Policy; or
3. Any shorter period of time resulting from the cancellation of this Policy.

LL. “Pollution condition” means:

1. “Illicit abandonment”; or
2. The discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields (EMFs), hazardous substances, hazardous materials, waste materials, “low-level radioactive waste”, “mixed waste” and medical, red bag, infectious or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater.

MM. “Property damage” means:

1. Physical injury to, or destruction of, tangible property of a third-party, including all resulting loss of use of that property;
2. Loss of use of tangible property of a third-party, that is not physically injured or destroyed;
3. Diminished value of tangible property owned by a third-party; or
4. “Natural resource damages”.

“Property damage” does not mean “remediation costs”.

NN. “Remediation costs” means expenses incurred to investigate, quantify, monitor, remove, dispose, treat, neutralize, or immobilize “pollution conditions” or “indoor environmental conditions” to the extent required by “environmental law” in the jurisdiction of such “pollution conditions” or “indoor environmental conditions”.

OO. “Rental income” means the actual rental fees lost as a result of a “suspension” of a rented “covered location”.

PP. “Responsible person” means any employee of an “insured” responsible for environmental affairs, control, or compliance at a “covered location”, or any “key executive” of, officer or director of, or partner in, an “insured”.

QQ. “Self-insured retention” means the largest applicable dollar amount among triggered coverage parts identified in Item 4. of the Declarations to this Policy, or as otherwise designated by endorsement to this Policy, if any.

RR. “Suspension” means that part of, or all of, a rented “covered location” is rendered untenable for the purposes identified to the Insurer prior to the inception date of this Policy due to a “pollution condition” or “indoor environmental condition”.

SS. “Terrorism” means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

TT. “Transportation” means the movement of an “insured’s” waste, materials, goods or products to or from a “covered location” by automobile, aircraft, watercraft, railcar or other conveyance, including any associated loading or unloading thereof, by an “insured”, or any third-party vendor engaged by an “insured” in the business of transporting property for hire, provided that any such movement, and associated loading and unloading activities, are performed beyond the boundaries of a “covered location”.

UU. “Underground storage tank” means any tank and associated piping and appurtenances connected thereto which tank has more than ten percent (10%) of its volume below ground.

“Underground storage tank” does not mean:

1. Any flow-through process tank, including, but not limited to, a septic tank, oil/water separator, sump, or any stormwater or wastewater collection/treatment vessel or system; or
2. Any tank that is located below ground, provided that such tank is located on or above the floor of a basement of a building or on or above the floor of any shaft or tunnel.

VV. “War” means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance shall not apply to:

A. Asbestos

“Loss” arising out of or related to asbestos or asbestos-containing materials.

This exclusion shall not apply to:

1. “Claims” for “bodily injury” or “property damage”, or any associated “legal defense expenses”, arising out of asbestos or asbestos-containing materials; and
2. “First-party claims” arising out of asbestos or asbestos-containing materials discovered in soil or groundwater.

B. Contractual Liability

“Loss” arising out of or related to liability of others assumed by any “insured” through contract or agreement, except if the liability would have attached to the “insured” in the absence of such contract or agreement.

This exclusion shall not apply to:

1. “Environmental indemnity obligations”; or

2. Liability for “pollution conditions” or “indoor environmental conditions” assumed by a “named insured” pursuant to a written contract that specifically relates to “covered operations”, provided that any such contract was executed and effective prior to the performance of the “covered operations” that resulted in the “pollution condition” or “indoor environmental condition”.

C. Criminal Fines and Criminal Penalties

“Loss” arising out of or related to criminal fines, criminal penalties or criminal assessments.

D. Divested Property

“Loss” arising out of or related to a “pollution condition” on, at, under or migrating from, or “indoor environmental condition” at, any “covered location”:

1. That had been sold, abandoned, or given away by any “insured”, or was condemned (collectively hereinafter Divested), prior to the “policy period”; or
2. When such “pollution condition” or “indoor environmental condition” first commenced after the “covered location” had been Divested.

This exclusion shall not apply to any “pollution conditions” or “indoor environmental conditions” that first commenced, in whole or in part, prior to the effective date that any such “covered location” was Divested as identified on the Divested Properties Coverage Endorsement attached to this Policy, if any.

E. Employers Liability

“Loss” arising out of or related to “bodily injury” to:

1. Any “insured” or any employee of its parent corporation, subsidiary or affiliate:
 - a. Arising out of, or in the course of, employment by any “insured”, its parent corporation, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the business of any “insured”, its parent corporation, subsidiary or affiliate.
2. The spouse, child, parent, brother or sister of any “insured” or employee of its parent corporation, subsidiary or affiliate as a consequence of Paragraph 1., above.

This exclusion applies:

1. Whether any “insured” may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of such “bodily injury”.

F. First-Party Property Damage

“Loss” arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by any “insured”, or otherwise in the care, custody, or control of any “insured”.

This exclusion shall not apply to “first-party remediation costs”, “emergency response costs”, “business interruption loss” and “catastrophe management costs”.

G. Fraud or Misrepresentation

“Loss” arising out of or related to:

1. Fraudulent acts or material misrepresentations on the part of the “first named insured” made:
 - a. Within an Application to this Policy; or
 - b. During the Application or underwriting process prior to the inception date of this Policy, which would have affected the Insurer’s decision to either issue this Policy, or issue this Policy and its endorsements pursuant to the financial terms identified in the Declarations to this Policy; or
2. Fraudulent acts or material misrepresentations on the part of any “responsible person” during the “policy period”.

H. Insured’s Internal Expenses

“Loss” arising out of or related to expenses incurred by any “insured” for services performed by its salaried staff and any employees.

This exclusion shall not apply to:

1. "Emergency response costs", along with any associated "catastrophe management costs" incurred during that same seven (7) day period; or
2. Any other costs, charges or expenses incurred with the prior approval of the Insurer at its sole discretion.

I. Insured vs. Insured

"Claims" made by any "insured" against any other "insured".

This exclusion shall not apply to:

1. "Claims" initiated by third-parties, including cross claims, counterclaims or claims for contribution by such parties against any "insured"; or
2. "Claims" that arise out of an indemnification provided by one "insured" to another "insured" in an "environmental indemnity obligation".

J. Intentional Non-Compliance

"Loss" arising out of or related to the intentional disregard of, or knowing, willful, or deliberate non-compliance with, any law, statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or any executive, judicial or administrative order, by, or at the direction of, any "responsible person".

K. Known Conditions

"Loss" arising out of or related to "pollution conditions" or "indoor environmental conditions" in existence and reported to a "responsible person":

1. Prior to the "policy period"; or,
2. Solely with respect to "covered locations" added to this Policy during the period of time specifically identified in Item 2. of the Declarations to the Policy, if any, prior to the effective date of coverage for such "covered location",

and not affirmatively disclosed to the Insurer in an Application or supplemental underwriting materials provided to the Insurer to secure coverage for such "covered location" pursuant to this Policy.

L. Lead-Based Paint

"Loss" arising out of or related to lead-based paint.

This exclusion shall not apply to:

1. "Claims" for "bodily injury" or "property damage", and any associated "legal defense expenses", arising out of lead-based paint; and
2. "First-party claims" arising out of lead-based paint discovered in soil or groundwater.

M. Material Change in Risk

"Loss" arising out of or related to a change in the use or operations at a "covered location" or "covered operations" performed by or on behalf of a "named insured" that materially increases the likelihood or severity of a "pollution condition", "indoor environmental condition", "claim" or "first-party claim" from the intended uses or operations or "covered operations" identified:

1. By the "first named insured" for the Insurer in an Application or supplemental underwriting materials provided prior to the effective date of coverage for such "covered location", if any; or
2. Solely with respect to "covered locations" added to the Policy pursuant to an Automatic Acquisition and Due Diligence Endorsement attached to this Policy, if any, as part of the due diligence materials and supplemental underwriting materials provided to the Insurer as part of the notice required pursuant to that endorsement, if any.

This exclusion shall only apply to the "covered location" associated with the change in use or operations or the modified "covered operations" at issue, and shall not limit coverage for other "covered locations" or "covered operations" to which this insurance applies.

N. Non-Owned Disposal Sites

"Loss" arising out of or related to "pollution conditions" or "indoor environmental conditions" on, at, under or migrating from any treatment, storage, disposal, transfer or recycling site or facility that is not a "non-owned disposal site".

O. Prior Covered Operations

"Loss" arising out of or related to "pollution conditions" or "indoor environmental conditions" resulting from "covered operations" performed by or on behalf of a "named insured" prior to the applicable Exposure-Specific Retroactive Date identified in Item 5. of the Declarations to this Policy, if any.

P. Prior Disposal

"Loss" arising out of or related to:

1. "Pollution conditions" or "indoor environmental conditions" on, at, under or migrating from disposal sites other than "non-owned disposal sites"; or
2. "Pollution conditions" or "indoor environmental conditions" that are allegedly attributable to a "named insured's" waste being received at the "non-owned disposal site" prior to the applicable Exposure-Specific Retroactive Date identified in Item 5. of the Declarations to this Policy, if any.

Q. Prior Transportation

"Loss" arising out of or related to "pollution conditions" or "indoor environmental conditions" resulting from "transportation" performed prior to the applicable Exposure-Specific Retroactive Date identified in Item 5. of the Declarations to this Policy, if any.

R. Products Liability

"Loss" arising out of or related to any goods or products manufactured, sold, or distributed by any "insured" once possession of such goods or products have been transferred from the "insured".

This exclusion shall not apply to any coverage afforded pursuant to this Policy for a "pollution condition" that first commences during "transportation".

S. Underground Storage Tanks

"Loss" arising out of or related to "pollution conditions" emanating from an "underground storage tank" located at a "covered location", when the existence of such "underground storage tank" was known to a "responsible person":

1. Prior to the "policy period"; or,
2. Solely with respect to "underground storage tanks" situated at "covered locations" added to this Policy during the "policy period", prior to the effective date of coverage for such "covered location".

This exclusion shall not apply to any "underground storage tank" that:

1. Is identified on the Schedule of Underground Storage Tanks Endorsement or Schedule of Covered Storage Tanks (Financial Responsibility) Endorsement attached to this Policy, if any; or
2. Has been removed or closed-in-place prior to the inception date of this Policy and such removal or closure was conducted in accordance with "environmental law".

T. Vehicle Damage

"Claims" or associated "legal defense expense" for "property damage" to any automobile, aircraft, watercraft, railcar or other conveyance utilized for "transportation".

U. War or Terrorism

"Loss" arising out of or related to "pollution conditions" or "indoor environmental condition" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

V. Workers' Compensation

"Loss" arising out of or related to any obligation of any "insured" pursuant to the Jones Act or any workers' compensation, unemployment compensation, or disability benefits law or related laws.

VII. REPORTING AND COOPERATION

- A. Without limiting the specific requirements contained in any Insuring Agreement or any other exposure-specific reporting requirements contained within this Policy, the "insured" shall also see to it that the Insurer receives notice of any "claim" or "first-party claim", as soon as practicable, by one or more of the following:

1. Provide written notice to the address, fax number, or email address identified in Item **8.a.** of the Declarations to this Policy; or
2. Provide verbal or electronic notice utilizing the **ACE ALERTSM 24-hour Emergency Response and Incident Reporting System** by calling the telephone number identified in Item **8.** of the Declarations to this Policy or by using the associated telephone web application, respectively.

Such notice should include reasonably detailed information as to:

1. The identity of the “insured”, including contact information for an appropriate person to contact regarding the handling of the “claim” or “first-party claim”;
2. The identity of the “covered location”;
3. The nature of the “claim” or “first-party claim”; and
4. Any steps undertaken by the “insured” to respond to the “claim” or “first-party claim”.

B. The “insured” must:

1. As soon as practicable, send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any “claim”;
2. Authorize the Insurer to obtain records and other information;
3. Cooperate with the Insurer in the investigation, settlement or defense of the “claim”;
4. Assist the Insurer, upon the Insurer’s request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of “loss” to which this Policy may apply; and
5. Provide the Insurer with such information and cooperation as it may reasonably require.

C. No “insured” shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any “claim”, without the written consent of the Insurer. Nor shall any “insured” retain any consultants or “catastrophe management firms”, or incur any “first-party remediation costs” or “catastrophe management costs” with respect to a “first-party claim”, without the prior consent of the Insurer, except for “emergency response costs”.

D. Upon the discovery of a “pollution condition” or “indoor environmental condition”, the “insured” shall make every attempt to mitigate any loss and comply with applicable “environmental law”. The Insurer shall have the right, but not the duty, to mitigate such “pollution conditions” or “indoor environmental condition” if, in the sole judgment of the Insurer, the “insured” fails to take reasonable steps to do so. In that event, any “remediation costs” or “catastrophe management costs” incurred by the Insurer shall be deemed incurred by the “insured”, and shall be subject to the “self-insured retention” and Limits of Liability identified in the Declarations to this Policy.

For the purposes of fulfilling the notice requirements contained in the Insuring Agreements to this Policy, notice supplied pursuant to one or more of the verbal or electronic notice mechanisms specifically contemplated in Subsection **A.**, above, or on the Declarations, shall constitute written notice to the Insurer.

VIII. EXTENDED REPORTING PERIOD

A. Provided the “first named insured” has not purchased any other insurance to replace this Policy, the “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following Cancellation, as described in Subsection **A.**, Paragraph **1.** of Section **IX.**, **GENERAL CONDITIONS**, or nonrenewal of this Policy, in accordance with the terms and conditions described in Subsections **B.** through **D.**, below.

B. “Extended reporting periods” shall not reinstate or increase any of the Limits of Liability. “Extended reporting periods” shall not extend the “policy period” or change the scope of coverage provided. A “claim” first made against an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, shall be deemed to have been made and reported on the last day of the “policy period”. In addition, if an “insured” first discovers a “pollution condition” or “indoor environmental condition” and reports such “first-party claim” to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, then such “first-party claim” shall also be deemed to have been first discovered and reported on the last day of the “policy period”.

C. The “first named insured” shall have a ninety (90) day basic “extended reporting period” without additional charge.

D. The “first named insured” shall also be entitled to purchase a supplemental “extended reporting period” of up to thirty-three (33) months for not more than two hundred percent (200%) of the full premium identified in Item **6.** of

the Declarations to this Policy, and any additional premiums resulting from coverage added during the “policy period”. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer shall issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:

1. Makes a written request, to the address identified in Item **8.b.** of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the “policy period”; and
2. Pays the additional premium when due. If that additional premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled only by the “first named insured”, or through the “first named insured’s” agent, by mailing to the Insurer at the address identified in Item **8.b.** of the Declarations to this Policy, written notice stating when such cancellation shall be effective.
2. This Policy may be cancelled by the Insurer for the following reasons:

a. Non-payment of premium; or

b. Fraud or material misrepresentation on the part of any “insured”,

by mailing to the “first named insured” at the “first named insured’s” last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the “policy period”.

Subparagraph **2.b.**, herein, shall apply only to that “insured” that engages in the fraud or misrepresentation. This exception shall not apply to any “insured” that is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such “insured”.

3. In the event of cancellation, the premium percentage identified in Item **6.** of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the “policy period”. Any unearned premium amounts due the “first named insured” upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

B. Inspection and Audit

To the extent of the “insured’s” ability to provide such access, and with reasonable notice to the “insured”, the Insurer shall be permitted, but not obligated, to inspect and sample the “covered locations”. The “insured” shall have the concurrent right to collect split samples. Neither the Insurer’s right to make inspections, the making of said inspections, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the “insured” or others, to determine or warrant that such property or operations are safe or in compliance with “environmental law”, or any other law.

The Insurer may examine and audit the “insured’s” books and records during this “policy period” and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization other than an “insured” has a right pursuant to this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any “insured”; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

A person or organization may sue the Insurer to recover after an agreed settlement or on a final judgment against an “insured”. However, the Insurer shall not be liable for amounts that are not payable pursuant to the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by the Insurer, the “insured”, and the claimant or the claimant’s legal representative.

D. Bankruptcy

The insolvency or bankruptcy of any "insured", or any "insured's" estate, shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured", or the "insured's" estate, shall not relieve the "insured" of its "self-insured retention" or deductible period obligations pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

E. Subrogation

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. All "insureds" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the "insureds" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the "insured" to the extent of the "self-insured retention". Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, schedules and endorsements to, and Application for, this Policy are accurate and complete;
2. Those statements and representations constitute warranties that the "first named insured" made to the Insurer; and
3. This Policy has been issued in reliance upon the "first named insured's" warranties.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation condition **2.a.**, and any applicable exclusions, this Policy applies:

1. As if each "named insured" were the only "insured"; and
2. Separately to each "named insured" against whom a "claim" is made,

and any fraud, misrepresentation, breach of a condition or violation of any duty (hereinafter Breach) by an "insured" shall not prejudice coverage for any "named insured" pursuant to this Policy, provided that: **1)** such "named insured" did not participate in, know of or assist in such Breach; and **2)** such "named insured" is not a parent, subsidiary, partner, member, director, officer of, employer of or otherwise affiliated with, the "insured" that committed such Breach.

H. Other Insurance

If other valid and collectible insurance is available to any "insured" covering "loss" also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right pursuant to the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest in this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

J. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

K. Consent

Where the consent of the Insurer, or an "insured", is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

SCHEDULE OF NAMED INSUREDS ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 1
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

The persons or entities identified in the Schedule of Named Insureds, below, are “named insureds” pursuant to this Policy.

Schedule of Named Insureds

1. Northern Arizona regional Behavioral Health Authority, Inc.
2. Community Behavioral health Services, Inc.
3. Community Counseling Centers, Inc.
4. Little Colorado Behavioral Health Centers, Inc.
5. Mohave Mental Health Clinic, Inc.
6. The Guidance Clinic, Inc.
7. Verde Valley Guidance Clinic, Inc.
8. West Yavapai Guidance Clinic, Inc.
9. West Yavapai Clinic Haddon House
10. West Yavapai Clinic Windhaven Psychiatric Hospital
11. West Yavapai Clinic Haddon House
12. West Yavapai Clinic Cortez Clinic
13. West Yavapai Clinic Hillside Center
14. West Yavapai Clinic Ruth Street Clinic
15. West Yavapai Clinic Windsong Center
16. West Yavapai Clinic Foundation, Inc.
17. Prime Housing, Inc.
18. Northern Arizona Regional Health Authority, Inc. Tax Deferred Savings Plan and Trust
19. Verde Valley Guidance Center, Inc. Tax Deferred Savings Plan
20. Community Counseling Centers, Inc. dba Pineview Behavioral Health

- 21.** Community Counseling Centers at Pineview Hospital
- 22.** Community Counseling Centers, Inc. dba Community Counseling Centers Inc. at Pineview Hospital
- 23.** Encompass Health Services, Inc.
- 24.** Community Behavioral Health Services, Inc. dba Encompass Medical Center

All other terms and conditions of this Policy remain unchanged.



JOHN J. LIPICA, President

Authorized Representative

AGGREGATED SELF-INSURED RETENTION ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 2
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- I. Item **4.a., Self-Insured Retention**, of the Declarations is hereby deleted in its entirety and replaced with the following:
- i. **\$25,000** Per Pollution Condition or Indoor Environmental Condition retention
 - ii. **\$75,000** Aggregate retention applicable to all Pollution Conditions or Indoor Environmental Conditions (as applicable)
 - iii. **\$10,000** Maintenance retention Per Pollution Condition or Indoor Environmental Condition, thereafter.

- II. Section II., **LIMITS OF LIABILITY AND SELF-INSURED RETENTION**, Subsection **B.**, of this Policy is hereby deleted in its entirety and replaced with the following:

- B.** One "self-insured retention" shall apply to all "loss" (exclusive of "business interruption loss") arising from the same, continuous, repeated, or related "pollution condition" or "indoor environmental condition". If the same, continuous, repeated, or related "pollution condition" or "indoor environmental condition" triggers coverage pursuant to multiple coverage parts, or otherwise involves multiple exposures that have been assigned exposure-specific "self-insured retention" amounts by endorsement to this Policy, the single largest of the associated "self-insured retention" amounts identified in: **1)** Item **4.** of the Declarations; **2)** any Supplemental Coverage added by endorsement to this Policy; or **3)** any exposure-specific "self-insured retention" endorsement added to this Policy, shall apply to all "loss" and other covered exposures arising out of such "pollution condition" or "indoor environmental condition", except for any "catastrophe management costs" that are assigned an exposure-specific "self-insured retention" by endorsement to this Policy, if any (hereinafter Catastrophe Management-Specific SIR). Amounts within any such Catastrophe Management-Specific SIR shall be independent of, and shall not otherwise erode, the single largest "self-insured retention" applicable to all other covered exposures arising out of the same "pollution condition" or "indoor environmental condition" as contemplated herein, or any Maintenance "self-insured retention" discussed below. However, such amounts shall be credited against the Aggregate "self-insured retention" discussed below.

Upon exhaustion of the Aggregate "self-Insured retention" amount identified in Item **4.a.ii** of the Declarations, by approved payments made pursuant to multiple "self-insured retentions" applicable to multiple "pollution conditions" or "indoor environmental conditions" to which this insurance applies, including payments for "catastrophe management costs" subject to a Catastrophe Management-Specific SIR, if any, all ongoing and future "loss" attributable to both outstanding and newly discovered "pollution conditions" or "indoor environmental conditions", if any, shall be subject to the reduced Maintenance "self-insured retention" amount identified in Item **4.a.iii.** of the Declarations. With respect to any ongoing "loss" attributable to an outstanding "pollution condition" or "indoor environmental condition" that has been reported to the Insurer prior to exhaustion of the Aggregate "self-insured retention", if approved payments for "loss" in an amount equal to or in excess of the Maintenance "self-insured retention", then the "named insureds" shall have no further "self-insured

retention" obligation with respect to that specific "pollution condition" or "indoor environmental condition". Notwithstanding any other provision in this Policy to the contrary, under no circumstances shall the Insurer be liable to pay any amount pursuant to this Policy until the "named insureds" have paid the full amount of the "self-insured retention", or, in the event of exhaustion, discussed above, the Maintenance "self-insured retention", with respect to each "pollution condition" or "indoor environmental condition."

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

ASBESTOS AND/OR LEAD-BASED PAINT MANAGEMENT PLAN EXCLUSIONARY ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 3
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Solely to the extent that there is an X indicated in either Section I. or Section II. of this Endorsement, below, the "insured" and the Insurer hereby agree to the following corresponding changes to this Policy:

- I. ☒ Section VI., **EXCLUSIONS**, of this Policy is hereby amended by addition of the following:

Failure to Follow Asbestos Management Plans

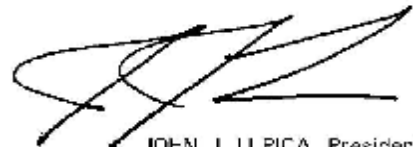
"Loss" arising out of or related to the presence of asbestos or asbestos containing material and an "insured's" failure to properly maintain or manage any structure located on the "covered locations", or any system, fixture or personal property contained therein, in conformance with the asbestos management plans provided to the Insurer prior to the inception date identified in Item 2. of the Declarations to this Policy, as applicable, or any asbestos management plans approved, in writing, by the Insurer during the "policy period".

- II. ☒ Section VI., **EXCLUSIONS**, of this Policy is hereby amended by addition of the following:

Failure to Follow Lead-Based Paint Management Plans

"Loss" arising out of or related to the presence of lead-based paint and an "insured's" failure to properly maintain or manage any structure located on the "covered locations", or any system, fixture or personal property contained therein, in conformance with the lead-based paint management plans provided to the Insurer prior to the inception date identified in Item 2. of the Declarations to this Policy, as applicable, or any lead-based paint management plans approved, in writing, by the Insurer during the "policy period".

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

FUNGI OR LEGIONELLA MANAGEMENT PLAN EXCLUSIONARY ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 4
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **VI., EXCLUSIONS**, of this Policy is hereby amended by addition of the following:

Failure to Follow Fungi and/or Legionella Management Plans

"Loss" arising out of or related to an "indoor environmental condition" and an "insured's" failure to properly maintain or manage any building or structure situated on the "covered locations", or any system, fixture or personal property contained therein, in conformance with the water intrusion plans, and "fungi" or *legionella pneumophila* management plans, provided to the Insurer prior to the inception date identified in Item **2.** of the Declarations to this Policy, as applicable, or any water intrusion plans, and "fungi" or *legionella pneumophila* management plans, approved, in writing, by the Insurer during the "policy period".

All other terms and conditions of this Policy remain unchanged.



JOHN J. LIPICA, President

Authorized Representative

NOTICE OF CANCELLATION AMENDATORY (Generic Time Frame) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 5
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX.**, **GENERAL CONDITIONS**, Subsection **A.**, **Cancellation**, Paragraph **2.**, of this Policy is hereby deleted in its entirety and replaced with the following:

2. This Policy may be cancelled by the Insurer for the following reasons:

a. Non-payment of premium; or

b. Fraud or material misrepresentation on the part of any "insured",

by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, not less than **ninety (90)** days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

Subparagraph **2.b.**, herein, shall apply only to that "insured" that engages in the fraud or misrepresentation. This exception shall not apply to any "insured" who is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such "insured".

All other terms and conditions of the Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

OTHER INSURANCE (Primary) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 6
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX., GENERAL CONDITIONS**, Subsection **H., Other Insurance**, of this Policy is hereby deleted in its entirety and replaced with the following:

H. Other Insurance

If other valid and collectible insurance is available to the "insured" covering any exposure also covered by this Policy, the insurance afforded by this Policy shall apply as primary insurance.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

PREMIUM EARN-OUT (Staggered – One Year – Acceleration) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 7
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:


Section **IX., GENERAL CONDITIONS**, Subsection **A., Cancellation**, Paragraph **3.**, of this Policy is hereby deleted in its entirety and replaced with the following:

3. Premium Earn-Out

- a. Subject to Subparagraph **b.**, below, in the event of cancellation, **twenty-five percent (25%)** of the premium identified in Item **6.** of the Declarations shall be minimum earned upon the inception date identified in Item **2.** of the Declarations. Thereafter, the remaining premium shall be deemed earned by the Insurer on a *pro rata* basis over the first year of the “policy period”.
- b. In the event a “claim” is first made against an “insured”, or a “pollution condition” or “indoor environmental condition” is first discovered by an “insured”, during the “policy period”, to which this insurance may apply, in whole or in part, the premium identified in Item **6.** of the Declarations shall be immediately deemed one hundred percent (100%) earned upon such event.

Subject to the foregoing, any unearned premium amounts due the “first named insured”, if any, shall be refunded within thirty (30) days of the effective date of cancellation.

All other terms and conditions of this Policy remain unchanged.



JOHN J. ILPICA, President
Authorized Representative

AUTOMATIC ACQUISITION AND DUE DILIGENCE ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 8
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Section **IX., GENERAL CONDITIONS**, of this Policy is hereby amended by addition of the following:

Automatic Acquisition and Due Diligence

1. It is understood and agreed that, for an additional premium amount, any property acquired, or newly leased, operated, managed or maintained (but not owned) (hereinafter Non-Owned Locations), by a “named insured” during the “policy period” shall be added to the Policy as a “covered location” upon the closing date of such acquisition, or the effective date of such lease, management, operation or maintenance right or obligation, respectively; provided that the Insurer receives written notice of the property acquisition or Non-Owned Location right or obligation within **ninety (90)** days of the closing date of such acquisition or the effective date of Non-owned Location right or obligation, and the “named insured” completes the following environmental due diligence assessment of the property prior to such acquisition:
 - a. The “named insured” commissions and receives a Phase I Environmental Site Assessment report on the property that is performed by a qualified environmental consultant in accordance with the ASTM Standard for Environmental Site Assessments: Phase I Environmental Site Assessment Process in effect as of the inception of this Policy; or
 - b. The “named insured” receives a Phase I Environmental Site Assessment report on the property that has been conducted by a qualified environmental consultant for a third-party, provided that the assessment and related report are prepared in accordance with the ASTM Standard for Environmental Site Assessments: Phase I Environmental Site Assessment Process in effect as of the inception of this Policy, and that the consultant responsible for the reports has provided the “named insured” with written confirmation that the “named insured”, as applicable, is entitled to rely on the conclusions of the reports as if the assessment had been performed on its behalf.
2. If the Phase I Environmental Site Assessment does not identify any Recognized Environmental Conditions, as defined by the ASTM Standard for Environmental Site Assessments: Phase I Environmental Site Assessment Process in effect as of the inception of this Policy (hereinafter RECs), the property shall automatically be added to the Policy as an additional “covered location” effective on the date the “named insured” acquired the property or the effective date of Non-Owned Location right or obligation.
3. If the Phase I Environmental Site Assessment identifies any RECs, then, before the property may be added to the Policy as a “covered location”, the “named insured” must complete a Phase II Environmental Site Assessment. Thereafter, the Insurer shall have thirty (30) days to review and approve the Phase II Environmental Assessment report. Said approval shall not be unreasonably withheld, but the Insurer reserves the right to limit coverage with respect to any RECs identified at the property, and any “pollution conditions” or “indoor environmental conditions” identified during further investigation of such RECs. Upon such approval, the Insurer shall provide a written endorsement to the “first named insured” confirming the

effective date that the property has been added to the Policy as an additional "covered location", and describing the extent of the coverage being afforded with respect to the RECs and associated "pollution conditions" or "indoor environmental conditions" identified at the property.

4. Additional premium for "covered locations" added to this Policy pursuant to Paragraphs 1. through 3., above, shall be calculated using the following rates:

Additional Premium Schedule

Acquired Property Type	Additional Premium
Academic, Residential, Parking, Office, or Other Commercial Properties	\$0.0298 per sq ft

In the event a property of a type not described in the Additional Premium Schedule, above, is newly acquired, or leased, operated, managed or maintained, by a "named insured", the terms and conditions of this Subsection shall not apply.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

SCHEDULE OF COVERED LOCATIONS ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 9
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

The locations identified in the Schedule of Covered Locations, below, are hereby added to this Policy as additional “covered locations”.

SCHEDULE OF COVERED LOCATIONS

	Name	Address	Retro Date
	(CCC) COMMUNITY COUNSELING CENTERS		
1-001	Outpatient	2500 Show Low Lake Rd., Bldg A	03/31/2012
		Show Low, AZ	
1-002	Administration and Outpatient	2500 Show Low Lake Rd., Bldg B	03/31/2012
		Show Low, AZ	
1-003	Administration, Outpatient	105 N. 5th Avenue	03/31/2012
		Holbrook, AZ	
1-004	Winslow DD	1008 E. 1st Street	03/31/2012
		Winslow, AZ	
1-005	6 Res. Units	455 N. 2nd Avenue	03/31/2012
		Holbrook, AZ	
1-006	5 Res Units and Comm. Room	455 N. 2nd Avenue	03/31/2012
		Holbrook, AZ	
1-007	Inpatient	1920 W Commerce Dr	03/31/2012
		Lakeside, AZ	

1-008	Winslow Outpatient	1015 E 2nd Street Winslow, AZ 86025	03/31/2012
1-009	vacant land	Papermill Road Taylor, AZ	03/31/2012
1-010	Stratton Apartments (2 Res. Units)	960 E. Stratten Show Low, AZ 85901	03/31/2012
1-011	Scott Pine Apartments	5121 White Mountain Ave. Lakeside, AZ 85929	03/31/2012
1-012	Snowflake Outpatient	423 S. Main Street Snowflake, AZ 85937	05/02/2012
1-013	Holbrook	103 N 1st Avenue Holbrook, AZ 86025	03/31/2015
	(EHS) ENCOMPASS HEALTH SERVICES		
2-001	4 Res. Units	132-138 9th Avenue Page, AZ 86040	03/31/2012
2-002	Administration	463 S. Lake Powell Blvd. Page, AZ 86040	03/31/2012
2-003	Out Patient	4103 Fleet St., Suite 100 Littlefield, AZ 86432	03/31/2012
2-004	Outpatient	170 N Main, Fredonia, AZ 86022	03/31/2012
2-005	Encompass Health Services	463 S. Lake Powell Blvd. Page, AZ 86040	03/31/2012
2-	Outpatient, Detox (RSATF)	32 N. 10th Ave, #5	07/12/2012

006			
		Page, AZ 86040	
2-007	Sober Living	142 & 146 Calle Hermosa	03/31/2012
		Page, AZ 86040	
2-008	Page Plaza, Unit 190	680 Elm St	03/31/2012
		Page, AZ 86040	
	(LCBHC) LITTLE COLORADO BEHAVIORAL HEALTH CENTERS		
3-001	Outpatient, and Day Treatment	470 W. Cleveland	03/31/2012
		St. Johns	
		(includes 3 free standing storage unit 8x10)	
3-002	Outpatient, Day Treatment, Admin	50 N. Hopi	03/31/2012
		Springerville	
		(includes 4 free standing storage units 8x10)	
3-003	Client Housing	1203 E. Main Street	03/31/2015
		Springerville, AZ 85938	
3-004	Client Housing	1203 E. Main Street	03/31/2015
		Springerville, AZ 85938	
	(MMHC) MOHAVE MENTAL HEALTH CLINIC		
4-001	Outpatient, Day Treatment	1145 Marina Blvd.	03/31/2012
		Bullhead City	
4-002	Outpatient, Day Treatment	2187 Swanson	03/31/2012
		Lake Havasu City	

4-003	Administration Annex	2187 Swanson Lake Havasu City, AZ	03/31/2012
4-004	Supervised Living	1080 Sheldon Kingman	03/31/2012
4-005	Administration	1743 Sycamore Kingman, AZ	03/31/2012
4-006	Inpatient, Acute Care	1741 Sycamore Kingman, AZ	03/31/2012
4-007	6 Unit Housing Apartments	515 Silver Street Kingman, AZ 86401	03/31/2012
4-008	Patient/Client Services	2002 Stockton Hill Rd, Ste 104 Kingman, AZ 86401	03/31/2012
4-009	Residential Facility-8 Beds	1091 Calumet Avenue Kingman, AZ 86401	03/31/2012
4-010	Outpatient, Admin Acute Care	3505 Western, Kingman, AZ 86401	03/31/2012
4-011	Client Housing	1629 Yale Street Bullhead City, AZ 8642	03/31/2012
4-012	Client Housing	2481 Armour (two units) Kingman, AZ 86409	03/31/2012
4-013	Outpatient Clinic	1115 Stockton Hill Road, Ste 104 Kingman, AZ 86401	03/31/2012
4-014	Outpatient Clinic	2580 Hwy 95 #207, 208, 209, 210 Bullhead City, AZ 86442	03/31/2012
4-	North County Healthcare	1510 Stockton Hill Road	03/31/2012

015			
		Kingman, AZ 86409	
4-016	Mental Health Clinic	151 Riveriera	03/31/2015
		Lake Havasu City, AZ	
4-017	MMHC Family Services	915 Airway Avenue	03/31/2015
		Kingman, AZ 86409	
	VACANT LOTS		
	2 in LHC	Lake Havasu City: 10812149	
		Lake Havasu City: 10812150	
	Golden Valley	Agua Fria and Cibola	
		Agua Fria and Bibo	
		HWY 89 and Higley	
	Kingman	Western & Airway	
	(NARBHA) NORTHERN ARIZONA REGIONAL BEHAVIORAL HEALTH AUTHORITY		
5-001	Country Club Self Storage	4600 E. Nestle Purina Avenue	03/31/2012
		Flagstaff, AZ 86004	
5-002	Vacant Lot	1300 S. Yale Street, Lot 5 Woodland Village	03/31/2012
		Flagstaff, AZ 86001	
5-003	Vacant Lot	Corner of Yale and S. Plaza Way	03/31/2012
		Flagstaff, AZ 86001	
5-004	Administration (home of staff telecommuter)	15244 W Alexandria Way	03/31/2012
	(Maureen Rehak)	Surprise, AZ 85379	
5-005	Administration (home of staff telecommuter)	305 E. Union St	03/31/2012
	(Leina Goodman)	Prescott Valley, AZ 86303	
5-006	Administration (home of staff telecommuter)	719 Rolando Way	03/31/2012
	(Frank Benjamin)	Carson City, NV 89701	

5-007	Administration (home of staff telecommuter)	4004 Falling Brook ct.	03/31/2012
	(Danielle Matello)	Round Rock, TX 78665	
5-008	Administration (home of staff telecommuter)	934 Copper Basin Rd.	03/31/2012
	(Tia Martinez)	Prescott, AZ 86303	
5-009	Administration (home of staff telecommuter)	4920 S. Deer Trail	03/31/2012
	(Tipheni Goodman)	Prescott, AZ 86303	
5-010	Administration (home of staff telecommuter)	2902 E. 18th St.	03/31/2012
	(Robert Madrid)	Tucson, AZ 85716	
5-011	Administration (home of staff telecommuter)	8972 N. Onyx St.	03/31/2012
	(Ron Dionne)	Tucson, AZ 85742	
5-012	Administration (home of staff telecommuter)	114 E. Sherman Avenue	03/31/2012
	(Deborah Hoag)	Williams, AZ 86046	
5-013	Administration (home of staff telecommuter)	1543 Dusty Canyon St.	03/31/2012
	(Brian Brady)	Henderson, NV 89052	
5-014	Administration (home of staff telecommuter)	2617 Via Berrenda	03/31/2012
	(Amy Jelliffe)	Santa Fe, NM 87505	
5-015	I/O Data Center	615 N. 48th Street	03/31/2012
		Phoenix, AZ 85008	
5-016	Administration	1300 South Yale Street	03/31/2012
		Flagstaff, AZ 86001	
5-017	Stabilization Facility	105 Cottonwood Ave	03/31/2012
		Winslow, AZ 86047	
5-018	Stabilization Facility	993 Hermosa Drive	03/31/2012
		Holbrook, AZ	
5-019	Aspen Apartments (Well North Communities)	1420 East Aspen Street	03/31/2012

	Subsidiary Controlled by NARBHA	Cottonwood, AZ 86326	
5-020	Cedar Avenue Apartments (Well North Communities)	2213 East Cedar Ave	03/31/2012
	Subsidiary Controlled by NARBHA	Flagstaff, AZ 86004	
5-021	Hollamon Street Apartments (Well North Communities)	324 West Hollamon Street	03/31/2012
	Subsidiary Controlled by NARBHA	Camp Verde, AZ 86332	
5-022	Irving Street Apartments (Well North Communities)	3852 Irving Street	03/31/2012
	Subsidiary Controlled by NARBHA	Kingman, AZ 86409	
5-023	The Ritz Apartments (Well North Communities)	4240 E US Hwy 66	03/31/2012
	Subsidiary Controlled by NARBHA	Flagstaff, AZ 86004	
5-024	Administration (home of staff telecommuter) (Caroline Conner)	600 Summit Ave E. Apt 304 Seattle, WA 98102	03/31/2015
5-025	Administration (home of staff telecommuter) (Sarah Schmidt)	1349 Wedgewood Lane Neenah, WI 54946	03/31/2015
5-026	Administration (home of staff telecommuter) (Danielle Bellmonte)	7140 N. Summit View Dr. Prescott Valley, AZ 86315	03/31/2015
5-027	Administration (home of staff telecommuter) (Christina Kelley)	8408 W. Corrine Dr. Peoria, AZ 85381	03/31/2015
5-028	Administration (home of staff telecommuter) (Rhonda Alsobrook)	5704 S. Tableau Dr Ft. Mohave, AZ 86426	03/31/2015
5-029	Administration (home of staff telecommuter) (Barb Mikkelson)	1245 N. Windmill Way Chino Valley, AZ 86323	03/31/2015
5-030	Administration (home of staff telecommuter) (Forest Tatum)	175 Cathedral Rock Sedona, AZ 86351	03/31/2015
5-031	Administration (home of staff telecommuter) (Laureen Simpson)	1022 Beal Flagstaff, AZ 86001	03/31/2015

5-032	616 N Beaver	616 N Beaver	03/31/2015
		Flagstaff, AZ 86001	
	(TGC) THE GUIDANCE CENTER		
6-001	Administration, Outpatient, Acute Care	2187 N. Vickey	03/31/2012
		Flagstaff	
6-002	Group Home	2820 E. Ellen	03/31/2012
		Flagstaff (PRIME HOUSING, INC)	
6-003	Outpatient	220 W Grant Ave	03/31/2012
		Williams, AZ 86046	
6-004	Group Home	1411 Inverrary Way	03/31/2012
		Flagstaff, AZ 86004	
6-005	Outpatient Clinic	2695 E. Industrial Dr.	03/31/2012
		Flagstaff, AZ 86004	
06-006	Group Home	2818 E. Lewis	03/31/2012
		Flagstaff, AZ 86004	
06-007	Recovery Unit	2697 E. Industrial Dr.	03/31/2012
		Flagstaff, AZ 86004	
06-008	Client Housing	2108-2114 N 1st Street	03/31/2012
		Flagstaff, AZ 86004	
06-009	Office - Admin Space	2201 N Vickey Street	03/31/2012
		Flagstaff, AZ 86004	
06-010	Pharmacy	125 S 3rd Street	03/31/2012
		Williams, AZ 86046	

	(SHG) SPECTRUM HEALTHCARE GROUP		
7-001	Outpatient	2880 Hopi Drive Sedona, AZ 86336	03/31/2012
7-002	Client Housing and Staff Offices	767 N. Main Street Cottonwood	03/31/2012
7-003	Outpatient and Administration	8 E. Cottonwood St., Building A Cottonwood	03/31/2012
7-004	Out Patient	Outpost Mall 452 Finnie Flat Road, Unit P, Q Camp Verde, AZ	03/31/2012
7-005	Client Housing	8 E. Cottonwood St., Building B Cottonwood, AZ 86326	03/31/2012
7-006	Medical Facility	8 E Cottonwood St, Building C Cottonwood, AZ 86326	03/31/2012
7-007	Medical Facility (Valley Medical Center)	214 S. Main St., Cottonwood, AZ 86326	03/31/2012
7-008	Mingus Avenue Medical Building	651 West Mingus Avenue Cottonwood, AZ 86326	03/31/2012
	(WYGC) WEST YAVAPAI GUIDANCE CLINIC		
8-001	Outpatient, Day Treatment (Cortez Clinic)	101 E. Leroux (505 S. Cortez) Prescott, AZ 86303	03/31/2012
8-002	Client Apartments	724 N. 4th Street Prescott, AZ 86301	03/31/2012

8-003	Day Treatment, Residential	642 Dameron Drive Prescott (2 buildings)	03/31/2012
8-004	Psychiatry	625 Hillside Avenue Prescott	03/31/2012
8-005	Client Apartments	711 Hillside Avenue Prescott, AZ 86301	03/31/2012
8-006	Client Housing	631 Division St. Prescott	03/31/2012
8-007	Outpatient	3345 N. Windsong Drive Prescott Valley, AZ 86314	03/31/2012
8-008	Office	618 Ruth Street Prescott, AZ	03/31/2012
8-009	Prescott Storage Facility	606 Ruth Street Prescott, AZ 86301	03/31/2012
8-010	Client Housing	636 Dameron Drive Prescott, AZ 86301	03/31/2012
8-011	Client Housing	639 Dameron Drive Prescott, AZ 86301	03/31/2012
8-012	Client Housing	3325 N. Yavapai Court Prescott Valley, AZ	03/31/2012
8-013	Client Housing	601 Hillside Prescott, AZ	03/31/2012
8-014	Client Housing	3324 Yavapai Court Prescott Valley, AZ	03/31/2012
8-	Client Apartment	770 S. Granite Street	03/31/2012

015			
8-016	Outpatient - Greentree Wellness Center	3112 Clearwater Drive, Suite B-1 Prescott, AZ 86035	03/31/2012
8-017	Psychiatric hospital/outpatient care	3347 N Windsong Dr Prescott Valley, AZ 86314	03/31/2012
8-018	Administrative, Business/Billing, QM and HR	3343 Windsong Drive Prescott Valley, AZ 86314	03/31/2012
8-019	Client Housing (Miner Road Apartment)	4369 N. Miner Rd. Prescott Valley, AZ 86314	03/31/2012
8-020	Outpatient	555 W. Rd 3 N, Suites A & B Chino Valley, AZ 86323	03/31/2012

If a "covered location", above, is identified with a corresponding Retroactive Date, then that date shall supersede the general Retroactive Date identified for premises coverage afforded pursuant to Coverages **A.**, **B.** and **C.** within Item **5.** of the Declarations to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Also, if a "covered location", above, is identified with the phrase "**FULL RETRO**", then full retroactive coverage is afforded pursuant to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Notwithstanding the foregoing, any retroactive coverage indicated herein is subject to any other exposure-specific Retroactive Date added to this Policy by endorsement.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

HEALTHCARE AMENDATORY ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 10
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Solely with respect to coverage afforded pursuant to Section I., INSURING AGREEMENTS, Subsection A., FIRST-PARTY REMEDIATION COSTS COVERAGE, and Subsection B., FIRST-PARTY EMERGENCY RESPONSE COVERAGE, of this Policy, the "insured" and the Insurer hereby agree to the following changes to this Policy:

I. Section V., DEFINITIONS, Subsections W and Z., of this Policy are hereby deleted in their entirety and replaced with of the following:

W. "First-party remediation costs" also means reasonable expenses incurred by an "insured" during a "period of remediation" resulting from a "pollution condition" or "indoor environmental condition" in order to remove, transport and lodge occupants in the care of the "insured" to another facility if a "responsible person" reasonably believes that such "pollution condition" or "indoor environmental condition" creates an unsafe environment for such occupants.

Z. "Indoor environmental condition" means:

1. The presence of "fungi" in a building or structure, or the ambient air within such building or structure;
2. The discharge, dispersal, release, escape, migration or seepage of *legionella pneumophila* in a building or structure, or the ambient air within such building or structure; or,
3. Solely with respect to coverage for: **a)** "claims" seeking "remediation costs"; and **b)** "first party remediation costs", the discharge, dispersal, release, escape, migration or seepage of bacteria (exclusive of *legionella pneumophila*) or viruses in a building or structure, or the ambient air within such building or structure,

provided that:

1. Such "fungi", bacteria or viruses are not naturally occurring in the environment in the amounts and concentrations found within such building or structure; and
2. Such bacteria and viruses: **a)** are not the result of communicability through human-to-human or bodily fluid contact; and **b)** are required to be reported to any Federal, state, commonwealth, municipal or other local government agency or body with regulatory jurisdiction over the "covered location".

II. Section V., DEFINITIONS, of this Policy is hereby amended by addition of the following:

"Period of remediation" means the period of time commencing with the date that operations are necessarily suspended at a "covered location" as a result of a "pollution condition" or "indoor environmental condition" and ending when further investigation and/or remediation of such "pollution condition" or "indoor environmental condition" is no longer required pursuant to "environmental laws". If no applicable laws exist that govern the investigation or remediation of "pollution condition" or "indoor environmental condition" in the jurisdiction of the "covered location", the "period of remediation" shall end once a "environmental professional" has confirmed, in writing, that best practices have been observed with respect to the investigation and/or remediation activities and no further action is required to adequately ensure the safety of the occupants involved.

All other terms and conditions of this Policy remain unchanged.



JOHN J. ILPICA, President

Authorized Representative

ITEMIZED COVERAGES ONLY AMENDATORY (Varied Retroactive Dates) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 11
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **I.**, **INSURING AGREEMENTS**, Subsection **A.**, FIRST-PARTY REMEDIATION COSTS COVERAGE, Subsection **B.**, FIRST-PARTY EMERGENCY RESPONSE COVERAGE, and Subsection **C.**, THIRD-PARTY CLAIMS COVERAGE, of this Policy are hereby deleted in their entirety and replaced with the following:

A. FIRST-PARTY REMEDIATION COSTS COVERAGE (Coverage A.)

"First-party claims" arising out of: **1)** a "pollution condition" on, at, under or migrating from a "covered location"; **2)** an "indoor environmental condition" at a "covered location"; or **3)** a "pollution condition" resulting from "transportation", provided the "insured" first discovers such "pollution condition" or "indoor environmental condition" during the "policy period". Any such "first-party claim" must be reported to the Insurer, in writing, during the "policy period" or within thirty (30) days after the expiration of the "policy period".

The coverage afforded pursuant to this Coverage **A.** only applies to "pollution conditions" or "indoor environmental conditions" that first commence, in their entirety, during the "policy period", or, if prior to the "policy period", then:

1. Solely with respect to "pollution conditions" on, at, under or migrating from a "covered location", on or after **03/31/2012**;
2. Solely with respect to "indoor environmental conditions" at a "covered location", on or after **03/31/2012**;
3. Solely with respect to "pollution conditions" resulting from "covered operations", on or after the corresponding Exposure-Specific Retroactive Date identified in Item **5.** of the Declarations to this Policy; or
4. Solely with respect to "pollution conditions" resulting from "transportation", on or after the corresponding Exposure-Specific Retroactive Date identified in Item **5.** of the Declarations to this Policy.

B. FIRST-PARTY EMERGENCY RESPONSE COVERAGE (Coverage B.)

"First-party claims" arising out of: **1)** a "pollution condition" on, at, under or migrating from a "covered location"; **2)** an "indoor environmental condition" at a "covered location"; or **3)** a "pollution condition" resulting from "covered operations" or "transportation", provided the "insured" first discovers such "pollution condition" or "indoor environmental condition" during the "policy period". Any such "first-party claim" must be reported to the Insurer, in writing, during the "policy period" or within thirty (30) days after the expiration of the "policy period".

The coverage afforded pursuant to this Coverage **B.** only applies to "pollution conditions" or "indoor environmental conditions" that first commence, in their entirety, during the "policy period", or, if prior to the "policy period", then:

1. Solely with respect to "pollution conditions" on, at, under or migrating from a "covered location", on or after **03/31/2012**;
2. Solely with respect to "indoor environmental conditions" a "covered location", on or after **03/31/2012**;
3. Solely with respect to "pollution conditions" resulting from "covered operations", on or after the corresponding Exposure-Specific Retroactive Date identified in Item **5.** of the Declarations to this Policy; or
4. Solely with respect to "pollution conditions" resulting from "transportation", on or after the corresponding Exposure-Specific Retroactive Date identified in Item **5.** of the Declarations to this Policy.

C. THIRD-PARTY CLAIMS COVERAGE (Coverage C.)


"Claims" arising out of: **1)** a "pollution condition" on, at under or migrating from a "covered location"; **2)** an "indoor environmental condition" at a "covered location"; **3)** a "pollution condition" resulting from "covered operations" or "transportation; or **4)** a "pollution condition" on, at under or migrating from a "non-owned disposal site", provided the "claim" is first made during the "policy period". Any such "claim" must be reported to the Insurer, in writing, during the "policy period" or within thirty (30) days after the expiration of the "policy period", or during any applicable "extended reporting period".

The coverage afforded pursuant to this Coverage **C.**, generally, only applies to "pollution conditions" or "indoor environmental conditions" that first commence, in their entirety, during the "policy period", or, if prior to the "policy period", then:

1. Solely with respect to "pollution conditions" on, at, under or migrating from a "covered location", on or after **03/31/2012**;
2. Solely with respect to "indoor environmental conditions" a "covered location", on or after **03/31/2012**;
3. Solely with respect to "pollution conditions" resulting from "covered operations", on or after the corresponding Exposure-Specific Retroactive Date identified in Item **5.** of the Declarations to this Policy;
4. Solely with respect to "pollution conditions" resulting from "transportation", on or after the corresponding Exposure-Specific Retroactive Date identified in Item **5.** of the Declarations to this Policy; or

The coverage afforded pursuant to this Coverage **C.** for "non-owned disposal sites", specifically, only applies to "pollution conditions" that are attributable to a "named insured's" waste generated at a "covered location" and received at the "non-owned disposal site", in its entirety, on or after the corresponding Exposure-Specific Retroactive Date identified in Item **5.** of the Declarations to this Policy.

All other terms and conditions of this Policy remain unchanged.


 JOHN J. LIPICA, President
 Authorized Representative

LOCATION-SPECIFIC RETROACTIVE DATES ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 12
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Solely with respect to "pollution conditions" on, at, under or migrating from, or "indoor environmental conditions at, "covered locations" specifically identified on the Schedule of Covered Locations, below, and notwithstanding any other more general Retroactive Date identified in the Declarations or by endorsement to this Policy, coverage afforded for such "covered locations" pursuant to this Policy shall be limited to "pollution conditions" or "indoor environmental conditions that first commence, in their entirety, on or after the corresponding Retroactive Date indicated with each covered location, below.

Schedule of Covered Locations

<u>Covered Location</u>	<u>Retroactive Date</u>
1. 423 S. Main St., Snowflake, AZ 85937	05/02/2012
2. 32 North 10th Ave, Page, AZ 86040	07/12/2012
3. 103 N 1st Avenue, Holbrook, AZ 86025	03/31/2015
4. 1203 E. Main Street, Springerville, AZ 85938	03/31/2015
5. 151 Riveriera, Lake Havasu City, AZ	03/31/2015
6. 915 Airway Avenue, Kingman, AZ 86409	03/31/2015
7. 600 Summit Ave E. Apt 304, Seattle, WA 98102	03/31/2015
8. 1349 Wedgewood Lane, Neenah, WI 54946	03/31/2015
9. 7140 N. Summit View Dr., Prescott Valley, AZ 86315	03/31/2015
10. 8408 W. Corrine Dr., Peoria, AZ 85381	03/31/2015
11. 5704 S. Tableau Dr, Ft. Mohave, AZ 86426	03/31/2015
12. 1245 N. Windmill Way, Chino Valley, AZ 86323	03/31/2015
13. 175 Cathedral Rock, Sedona, AZ 86351	03/31/2015
14. 1022 Beal, Flagstaff, AZ 86001	03/31/2015
15. 616 N Beaver, Flagstaff, AZ 86001	03/31/2015

All other terms and conditions of this Policy remain unchanged.



JOHN J. LIPPA, President

Authorized Representative

SCHEDULED LOCATIONS COVERAGE ONLY ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 13
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **V., DEFINITIONS**, Subsection **K.**, of this Policy is hereby deleted in its entirety and replaced with the following:

K. "Covered location" means:

1. Any location that is specifically identified on a Schedule of Covered Location Endorsement attached to this Policy; and
2. Any location that meets the prerequisites to coverage identified in the Automatic Acquisition and Due Diligence Endorsement attached to this Policy, if any.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LIPICA, President

Authorized Representative

ARIZONA CHANGES - CANCELLATION AND NONRENEWAL

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 14
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

If the policy or coverage part to which this endorsement applies contains cancellation or nonrenewal provisions more favorable to the Named Insured than this endorsement, then those provisions apply.

I. The Cancellation condition is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. 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.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Cancellation Of Policies in Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy.
- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e. Substantial breach of contractual duties or conditions;
- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- g. Determination of the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
2. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

II. The following Condition supersedes any other condition to the contrary:

RENEWAL

- A.** If we elect to renew this policy and the renewal is subject to any of the following:

1. Increase in premium;
2. Change in deductible;
3. Reduction in limits of insurance; or
4. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.

- B.** If renewal is subject to any condition described in A.1. through A.4. above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:

1. The present policy will remain in effect until the earlier of the following:
 - a. 60 days after the date of mailing or delivery of the notice; or
 - b. The effective date of replacement coverage obtained by the first Named Insured.
2. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates;
 - a. The rates applicable to the terminated policy; or
 - b. The rates presently in effect.
3. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

NONRENEWAL

- A.** If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.
- B.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- C.** If either one of the following occurs, we are not required to provide written notice of nonrenewal:
1. We or a company within the same insurance group has offered to issue a renewal policy; or
 2. You have obtained replacement coverage or agreed in writing to do so.

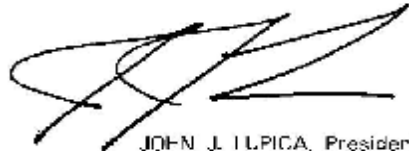
Authorized Agent

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 15
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.



JOHN J. ILPICA, President

Authorized Representative

SERVICE OF SUIT ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 16
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Saverio Rocca, Assistant General Counsel
ACE USA Companies
436 Walnut Street
Philadelphia, PA 19106-3703

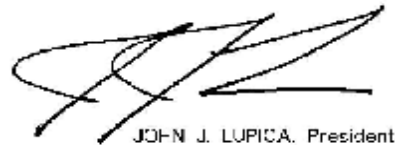
The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal.

The law of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Director of Insurance as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Director of Insurance to mail process received on the company's behalf to the company person named above.

If the insured is a resident of Canada, the insured may also serve suit upon the company by serving the government official designated by the law of the insured's province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.



JOHN J. LUPICA, President

Authorized Representative

SIGNATURES

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 17
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

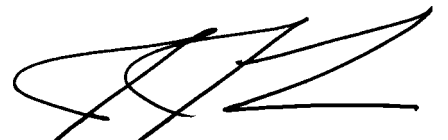
THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

ILLINOIS UNION INSURANCE COMPANY (A stock company)
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

WESTCHESTER SURPLUS LINES INSURANCE COMPANY (A stock company)
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President

Authorized Representative



Illinois Union Insurance Company
Insurance Company

Behavioral Health Insurance Pool, Inc.
Policyholder

PPI G27060080 004
Policy Number

ALLIANT INSURANCE SERVICES
Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act.* The term "act of terrorism" means any act or acts that are 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$691, however you elected to decline such coverage.
--



ACE USA

- ☒ Illinois Union Insurance Company
- ☐ INA Surplus Insurance Company
- ☐ Westchester Surplus Lines Insurance Company
- ☐ _____

Insured:
Behavioral Health Insurance Pool, Inc.

Attached To Policy No.: PPI G27060080 004

Effective Date: 03/31/2015

ARIZONA SURPLUS LINES NOTIFICATION

Pursuant to Arizona Revised Statutes section 20-401.01, subsection b, paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS NOTICE IS ATTACHED OTHER THAN AS STATED ABOVE.



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- I Foreign agents;
- I Front organizations;
- I Terrorists;
- I Terrorist organizations; and
- I Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

DECLARATIONS MODIFICATION ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 18
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 12/31/2015	Effective Date of Endorsement 05/05/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

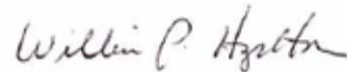
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Item 2 of the Declarations to this Policy is hereby deleted in its entirety and replaced with the following:

Item 2.	Policy Period: (Local Time of the Address Shown in Item 1., above.)	Policy Inception Date: 03/31/2015 12:01 A.M.	Policy Expiration Date: 01/01/2016 12:01 A.M.
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All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

SCHEDULE OF COVERED LOCATIONS (AP) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 19
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium increase/(reduction) \$0

In consideration of the indicated adjustment of premium identified above, the "insured" and the Insurer hereby agree to the following changes to this Policy:

The locations identified in the Schedule of Covered Locations, below, are hereby added to this Policy as additional "covered locations".

SCHEDULE OF COVERED LOCATIONS

<u>Location</u>	<u>Retroactive Date</u>
1. 2580 Hwy. 95, Suite #205 & 206, Bullhead City, AZ 86442	02/03/2015
2. 184 N Main Street, Snowflake, Arizona, 85937	03/01/2015

If a "covered location", above, is identified with a corresponding Retroactive Date, then that date shall supersede the general Retroactive Date identified for premises coverage afforded pursuant to Coverages **A.**, **B.** and **C.** within Item **5.** of the Declarations to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Also, if a "covered location", above, is identified with the phrase "**FULL RETRO**", then full retroactive coverage is afforded pursuant to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Notwithstanding the foregoing, any retroactive coverage indicated herein is subject to any other exposure-specific Retroactive Date added to this Policy by endorsement.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SCHEDULE OF COVERED LOCATIONS (AP) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 22
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 06/29/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium increase/(reduction) **\$132**

In consideration of the indicated adjustment of premium identified above, the "insured" and the Insurer hereby agree to the following changes to this Policy:

The locations identified in the Schedule of Covered Locations, below, are hereby added to this Policy as additional "covered locations".

SCHEDULE OF COVERED LOCATIONS

Location

Retroactive Date

1. Community Counseling Centers, Inc.

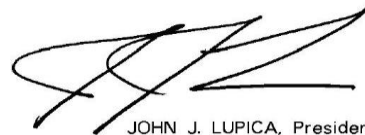
06/29/2015

1801 W Deuce of Clubs Suite 100

Show Low, AZ 85901

If a "covered location", above, is identified with a corresponding Retroactive Date, then that date shall supersede the general Retroactive Date identified for premises coverage afforded pursuant to Coverages **A.**, **B.** and **C.** within Item **5.** of the Declarations to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Also, if a "covered location", above, is identified with the phrase "**FULL RETRO**", then full retroactive coverage is afforded pursuant to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Notwithstanding the foregoing, any retroactive coverage indicated herein is subject to any other exposure-specific Retroactive Date added to this Policy by endorsement.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

AZ Premium: \$132.00
AZ Surplus Lines Tax: \$3.96
AZ Stamping Fee: \$0.26

SCHEDULE OF COVERED LOCATIONS (AP) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 23
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 07/06/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium increase/(reduction) **\$77**

In consideration of the indicated adjustment of premium identified above, the "insured" and the Insurer hereby agree to the following changes to this Policy:

The locations identified in the Schedule of Covered Locations, below, are hereby added to this Policy as additional "covered locations".

SCHEDULE OF COVERED LOCATIONS

Location

Retroactive Date

1. Community Counseling Centers, Inc.

07/06/2015

447 Woodland Lane

Pinetop, AZ 85935

If a "covered location", above, is identified with a corresponding Retroactive Date, then that date shall supersede the general Retroactive Date identified for premises coverage afforded pursuant to Coverages **A.**, **B.** and **C.** within Item **5.** of the Declarations to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Also, if a "covered location", above, is identified with the phrase "**FULL RETRO**", then full retroactive coverage is afforded pursuant to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Notwithstanding the foregoing, any retroactive coverage indicated herein is subject to any other exposure-specific Retroactive Date added to this Policy by endorsement.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

AZ Premium: \$77.00
AZ Surplus Lines Tax: \$2.31
AZ Stamping Fee: \$0.15

SCHEDULE OF NAMED INSUREDS ENDORSEMENT (HC PPL)

Named Insured Behavioral Health Insurance Pool			Endorsement Number 24
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

The persons or entities identified in the Schedule of Named Insureds, below, are "named insureds" pursuant to this Policy.

Schedule of Named Insureds

1. Well North Communities, LLC
2. Spectrum Healthcare Group, Inc. fka Verde Valley Guidance Clinic, Inc.

All other terms and conditions of this Policy remain unchanged.

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

William P. Hyatt
Authorized Representative

ENDORSEMENT REPLACEMENT CONFIRMATION ENDORSEMENT

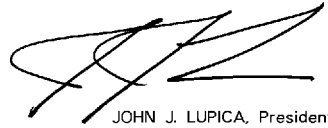
Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 25
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Endorsement no. **9** and no. **12** of this Policy are hereby deleted in its entirety and replaced with Endorsement no. **26**.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

SCHEDULE OF COVERED LOCATIONS (AP) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 26
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 03/31/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium increase/(reduction) \$0

In consideration of the indicated adjustment of premium identified above, the "insured" and the Insurer hereby agree to the following changes to this Policy:

The locations identified in the Schedule of Covered Locations, below, are hereby added to this Policy as additional "covered locations".

SCHEDULE OF COVERED LOCATIONS

Location

Retroactive Date

	Name	Address	Retro Date
	(CCC) COMMUNITY COUNSELING CENTERS		
1-001	Outpatient	2500 Show Low Lake Rd., Bldg A	03/31/2012
		Show Low, AZ	
1-002	Administration and Outpatient	2500 Show Low Lake Rd., Bldg B	03/31/2012
		Show Low, AZ	
1-003	Administration, Outpatient	105 N. 5th Avenue	03/31/2012
		Holbrook, AZ	
1-004	Winslow DD	1008 E. 1st Street	03/31/2012
		Winslow, AZ	
1-005	6 Res. Units	455 N. 2nd Avenue	03/31/2012
		Holbrook, AZ	
1-006	5 Res Units and Comm. Room	455 N. 2nd Avenue	03/31/2012
		Holbrook, AZ	
1-007	Inpatient	1920 W Commerce Dr	03/31/2012
		Lakeside, AZ	
1-008	Winslow Outpatient	1015 E 2nd Street	03/31/2012
		Winslow, AZ 86025	

	(LCBHC) LITTLE COLORADO BEHAVIORAL HEALTH CENTERS		
3-001	Outpatient, and Day Treatment	470 W. Cleveland St. Johns (includes 3 free standing storage unit 8x10)	03/31/2012
3-002	Outpatient, Day Treatment, Admin	50 N. Hopi Springerville (includes 4 free standing storage units 8x10)	03/31/2012
3-003	Client Housing	1203 E. Main Street Springerville, AZ 85938	05/22/2014
3-004	Client Housing	1203 E. Main Street Springerville, AZ 85938	05/22/2014
	(MMHC) MOHAVE MENTAL HEALTH CLINIC		
4-001	Outpatient, Day Treatment	1145 Marina Blvd. Bullhead City	03/31/2012
4-002	Outpatient, Day Treatment	2187 Swanson Lake Havasu City	03/31/2012
4-003	Administration Annex	2187 Swanson Lake Havasu City, AZ	03/31/2012
4-004	Supervised Living	1080 Sheldon Kingman	03/31/2012
4-005	Administration	1743 Sycamore Kingman, AZ	03/31/2012
4-006	Inpatient, Acute Care	1741 Sycamore Kingman, AZ	03/31/2012
4-007	6 Unit Housing Apartments	515 Silver Street Kingman, AZ 86401	03/31/2012
4-008	Patient/Client	2002 Stockton Hill Rd, Ste 104	03/31/2012

	Services	Kingman, AZ 86401	
4-009	Residential Facility-8 Beds	1091 Calumet Avenue Kingman, AZ 86401	03/31/2012
4-010	Outpatient, Admin	3505 Western, Kingman, AZ 86401	03/31/2012
	Acute Care		
4-011	Client Housing	1629 Yale Street Bullhead City, AZ 8642	03/31/2012
4-012	Client Housing	2481 Armour (two units) Kingman, AZ 86409	03/31/2012
4-013	Outpatient Clinic	1115 Stockton Hill Road, Ste 104 Kingman, AZ 86401	03/31/2012
4-014	Outpatient Clinic	2580 Hwy 95 #207, 208, 209, 210 Bullhead City, AZ 86442	03/31/2012
4-015	North County Healthcare	1510 Stockton Hill Road Kingman, AZ 86409	03/31/2012
4-016	Mental Health Clinic	151 Riviera Lake Havasu City, AZ	11/06/2014
4-017	MMHC Family Services	915 Airway Avenue Kingman, AZ 86409	10/06/2014
	VACANT LOTS		
	2 in LHC	Lake Havasu City: 10812149 Lake Havasu City: 10812150	
	Golden Valley	Agua Fria and Cibola Agua Fria and Bibo HWY 89 and Higley	
	Kingman	Western & Airway	
	(NARBHA) NORTHERN ARIZONA REGIONAL BEHAVIORAL HEALTH AUTHORITY		
5-001	Country Club Self Storage	4600 E. Nestle Purina Avenue Flagstaff, AZ 86004	03/31/2012

5-002	Vacant Lot	1300 S. Yale Street, Lot 5 Woodland Village	03/31/2012
		Flagstaff, AZ 86001	
5-003	Vacant Lot	Corner of Yale and S. Plaza Way	03/31/2012
		Flagstaff, AZ 86001	
5-004	Administration (home of staff telecommuter) (Maureen Rehak)	15244 W Alexandria Way Surprise, AZ 85379	03/31/2012
5-005	Administration (home of staff telecommuter) (Leina Goodman)	305 E. Union St Prescott Valley, AZ 86303	03/31/2012
5-006	Administration (home of staff telecommuter) (Frank Benjamin)	719 Rolando Way Carson City, NV 89701	03/31/2012
5-007	Administration (home of staff telecommuter) (Danielle Matello)	4004 Falling Brook ct. Round Rock, TX 78665	03/31/2012
5-008	Administration (home of staff telecommuter) (Tia Martinez)	934 Copper Basin Rd. Prescott, AZ 86303	03/31/2012
5-009	Administration (home of staff telecommuter) (Tipheri Goodman)	4920 S. Deer Trail Prescott, AZ 86303	03/31/2012
5-010	Administration (home of staff telecommuter) (Robert Madrid)	2902 E. 18th St. Tucson, AZ 85716	03/31/2012
5-011	Administration (home of staff telecommuter) (Ron Dionne)	8972 N. Onyx St. Tucson, AZ 85742	03/31/2012
5-012	Administration (home of staff telecommuter) (Deborah Hoag)	114 E. Sherman Avenue Williams, AZ 86046	03/31/2012
5-013	Administration (home of staff telecommuter) (Brian Brady)	1543 Dusty Canyon St. Henderson, NV 89052	03/31/2012
5-014	Administration (home of staff telecommuter) (Amy Jelliffe)	2617 Via Berrenda Santa Fe, NM 87505	03/31/2012
5-015	I/O Data Center	615 N. 48th Street Phoenix, AZ 85008	03/31/2012
5-016	Administration	1300 South Yale Street Flagstaff, AZ 86001	03/31/2012
5-017	Stabilization Facility	105 Cottonwood Ave	03/31/2012

		Winslow, AZ 86047	
5-018	Stabilization Facility	993 Hermosa Drive	03/31/2012
		Holbrook, AZ	
5-019	Aspen Apartments (Well North Communities)	1420 East Aspen Street	03/31/2012
	Subsidiary Controlled by NARBHA	Cottonwood, AZ 86326	
5-020	Cedar Avenue Apartments (Well North Communities)	2213 East Cedar Ave	03/31/2012
	Subsidiary Controlled by NARBHA	Flagstaff, AZ 86004	
5-021	Hollamon Street Apartments (Well North Communities)	324 West Hollamon Street	03/31/2012
	Subsidiary Controlled by NARBHA	Camp Verde, AZ 86332	
5-022	Irving Street Apartments (Well North Communities)	3852 Irving Street	03/31/2012
	Subsidiary Controlled by NARBHA	Kingman, AZ 86409	
5-023	The Ritz Apartments (Well North Communities)	4240 E US Hwy 66	03/31/2012
	Subsidiary Controlled by NARBHA	Flagstaff, AZ 86004	
5-024	Administration (home of staff telecommuter) (Caroline Conner)	600 Summit Ave E. Apt 304 Seattle, WA 98102	03/31/2015
5-025	Administration (home of staff telecommuter) (Sarah Schmidt)	1349 Wedgewood Lane Neenah, WI 54946	03/31/2015
5-026	Administration (home of staff telecommuter) (Danielle Bellmonte)	7140 N. Summit View Dr. Prescott Valley, AZ 86315	03/31/2015
5-027	Administration (home of staff telecommuter) (Christina Kelley)	8408 W. Corrine Dr. Peoria, AZ 85381	03/31/2015
5-028	Administration (home of staff telecommuter) (Rhonda Alsobrook)	5704 S. Tableau Dr Ft. Mohave, AZ 86426	03/31/2015
5-029	Administration (home of staff telecommuter) (Barb Mikkelson)	1245 N. Windmill Way Chino Valley, AZ 86323	03/31/2015
5-030	Administration (home of staff telecommuter) (Forest Tatum)	175 Cathedral Rock Sedona, AZ 86351	03/31/2015
5-031	Administration (home of staff telecommuter) (Laureen Simpson)	1022 Beal Flagstaff, AZ 86001	03/31/2015
5-032	616 N Beaver	616 N Beaver	02/06/2015

		Flagstaff, AZ 86001	
	(TGC) THE GUIDANCE CENTER		
6-001	Administration, Outpatient, Acute Care	2187 N. Vickey Flagstaff	03/31/2012
6-002	Group Home	2820 E. Ellen Flagstaff (PRIME HOUSING, INC)	03/31/2012
6-003	Outpatient	220 W Grant Ave Williams, AZ 86046	03/31/2012
6-004	Group Home	1411 Inverrary Way Flagstaff, AZ 86004	03/31/2012
6-005	Outpatient Clinic	2695 E. Industrial Dr. Flagstaff, AZ 86004	03/31/2012
06-006	Group Home	2818 E. Lewis Flagstaff, AZ 86004	03/31/2012
06-007	Recovery Unit	2697 E. Industrial Dr. Flagstaff, AZ 86004	03/31/2012
06-008	Client Housing	2108-2114 N 1st Street Flagstaff, AZ 86004	03/31/2012
06-009	Office - Admin Space	2201 N Vickey Street Flagstaff, AZ 86004	03/31/2012
06-010	Pharmacy	125 S 3rd Street Williams, AZ 86046	03/31/2012
	(SHG) SPECTRUM HEALTHCARE GROUP		
7-001	Outpatient	2880 Hopi Drive	03/31/2012

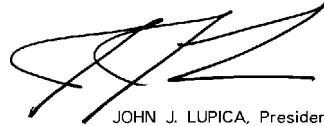
		Sedona, AZ 86336	
7-002	Client Housing and Staff Offices	767 N. Main Street Cottonwood	03/31/2012
7-003	Outpatient and Administration	8 E. Cottonwood St., Building A Cottonwood	03/31/2012
7-004	Out Patient	Outpost Mall 452 Finnie Flat Road, Unit P, Q Camp Verde, AZ	03/31/2012
7-005	Client Housing	8 E. Cottonwood St., Building B Cottonwood, AZ 86326	03/31/2012
7-006	Medical Facility	8 E Cottonwood St, Building C Cottonwood, AZ 86326	03/31/2012
7-007	Medical Facility (Valley Medical Center)	214 S. Main St., Cottonwood, AZ 86326	03/31/2012
7-008	Mingus Avenue Medical Building	651 West Mingus Avenue Cottonwood, AZ 86326	03/31/2012
	(WYGC) WEST YAVAPAI GUIDANCE CLINIC		
8-001	Outpatient, Day Treatment (Cortez Clinic)	101 E. Leroux (505 S. Cortez) Prescott, AZ 86303	03/31/2012
8-002	Client Apartments	724 N. 4th Street Prescott, AZ 86301	03/31/2012
8-003	Day Treatment, Residential	642 Dameron Drive Prescott (2 buildings)	03/31/2012
8-004	Psychiatry	625 Hillside Avenue Prescott	03/31/2012
8-005	Client Apartments	711 Hillside Avenue Prescott, AZ 86301	03/31/2012
8-006	Client Housing	631 Division St. Prescott	03/31/2012

8-007	Outpatient	3345 N. Windsong Drive	03/31/2012
		Prescott Valley, AZ 86314	
8-008	Office	618 Ruth Street	03/31/2012
		Prescott, AZ	
8-009	Prescott Storage Facility	606 Ruth Street	03/31/2012
		Prescott, AZ 86301	
8-010	Client Housing	636 Dameron Drive	03/31/2012
		Prescott, AZ 86301	
8-011	Client Housing	639 Dameron Drive	03/31/2012
		Prescott, AZ 86301	
8-012	Client Housing	3325 N. Yavapai Court	03/31/2012
		Prescott Valley, AZ	
8-013	Client Housing	601 Hillside	03/31/2012
		Prescott, AZ	
8-014	Client Housing	3324 Yavapai Court	03/31/2012
		Prescott Valley, AZ	
8-015	Client Apartment	770 S. Granite Street	03/31/2012
8-016	Outpatient - Greentree Wellness Center	3112 Clearwater Drive, Suite B-1	03/31/2012
		Prescott, AZ 86035	
8-017	Psychiatric hospital/outpatient care	3347 N Windsong Dr	03/31/2012
		Prescott Valley, AZ 86314	
8-018	Administrative, Business/Billing, QM and HR	3343 Windsong Drive	03/31/2012
		Prescott Valley, AZ 86314	
8-019	Client Housing (Miner Road Apartment)	4369 N. Miner Rd.	03/31/2012
		Prescott Valley, AZ 86314	
8-020	Outpatient	555 W. Rd 3 N, Suites A & B	03/31/2012
		Chino Valley, AZ 86323	

If a “covered location”, above, is identified with a corresponding Retroactive Date, then that date shall supersede the general Retroactive Date identified for premises coverage afforded pursuant to Coverages **A.**, **B.** and **C.** within Item **5.** of the Declarations to this Policy for “pollution conditions” on, at under or migrating from, or “indoor environmental conditions” at, that specific “covered location”. Also, if a “covered location”, above, is identified with the phrase “**FULL RETRO**”, then full retroactive coverage is afforded pursuant to this Policy for “pollution conditions” on, at under or migrating from, or “indoor environmental conditions” at, that specific “covered location”.

Notwithstanding the foregoing, any retroactive coverage indicated herein is subject to any other exposure-specific Retroactive Date added to this Policy by endorsement.

All other terms and conditions of this Policy remain unchanged.

A handwritten signature in black ink, appearing to read 'JJL', is positioned above the printed name.

JOHN J. LUPICA, President

Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

SCHEDULE OF COVERED LOCATIONS (AP) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 27
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 08/19/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium increase/(reduction) \$ 93

In consideration of the indicated adjustment of premium identified above, the "insured" and the Insurer hereby agree to the following changes to this Policy:

The locations identified in the Schedule of Covered Locations, below, are hereby added to this Policy as additional "covered locations".

SCHEDULE OF COVERED LOCATIONS

<u>Location</u>	<u>Retroactive Date</u>
1. 8655 E. Eastridge Dr., Prescott Valley, AZ 86314	08/19/2015

If a "covered location", above, is identified with a corresponding Retroactive Date, then that date shall supersede the general Retroactive Date identified for premises coverage afforded pursuant to Coverages **A.**, **B.** and **C.** within Item **5.** of the Declarations to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Also, if a "covered location", above, is identified with the phrase "**FULL RETRO**", then full retroactive coverage is afforded pursuant to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Notwithstanding the foregoing, any retroactive coverage indicated herein is subject to any other exposure-specific Retroactive Date added to this Policy by endorsement.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

AZ Premium:	\$93.00
AZ Surplus Lines Tax:	\$ 2.79
AZ Stamping Fee:	\$ 0.19

DIVESTED PROPERTIES COVERAGE (THIRD-PARTY LIABILITY – FULL RETROACTIVE) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 28
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 08/19/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

- I. Notwithstanding anything stated in this Policy, generally, which might normally be construed to the contrary, coverage is afforded exclusively pursuant to to the Supplemental Coverage afforded pursuant to this Endorsement for the “covered locations” identified in the Schedule of Covered Locations (Divested Locations), below.
- II. Solely with respect to the coverage afforded for “covered locations” identified in the Schedule of Covered Locations (Divested Locations), below, Section I., INSURING AGREEMENTS, of this Policy is hereby amended by addition of the following:

SUPPLEMENTAL COVERAGE - THIRD-PARTY LIABILITY COVERAGE

“Claims” arising out of: **1)** a “pollution condition” on, at, under, or migrating from; or **2)** an “indoor environmental condition” at, a “covered location”, provided the “claim” is first made during the “policy period”. Any such “claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”, or during any applicable “extended reporting period”.

The coverage afforded pursuant to this Supplemental coverage only applies to “pollution conditions” or “indoor environmental conditions” that first commence, in whole or in part, prior to the corresponding Divestiture Date identified in the Schedule of Covered Locations (Divested Locations) on the Divested Properties Coverage (Third-Party Liability - Full Retro) Endorsement attached to this Policy.

- III. Solely with respect to the coverage afforded for “covered locations” identified in the Schedule of Covered Locations (Divested Locations), below, Section V., DEFINITIONS, Subsection DD., of this Policy are hereby deleted in their entirety and replaced with the following:

DD. “Loss” means:

1. A monetary judgment, award or settlement of compensatory damages arising from “bodily injury”, “property damage” or “remediation costs”, including associated punitive, exemplary or multiplied damages, and civil fines, penalties and assessments, but solely to the extent that the punitive, exemplary or multiplied damages, and civil fines, penalties and assessments:
 - a. Are insurable under applicable law; and
 - b. Arise out of a “pollution condition” or “indoor environmental condition” that results in “bodily injury”, “property damage” or “first party remediation costs” to which this insurance otherwise applies; and
2. Associated “legal defense expense”.

Schedule of Covered Locations (Divested Locations)

<u>Location</u>	<u>Divestiture Date</u>
1. 3112 Clearwater Dr., Suite B-1., Prescott, AZ 86035	12/04/2014

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

DIVESTED PROPERTIES COVERAGE (Third-Party Liability – Full Retroactive) ENDORSEMENT

Named Insured Behavioral Health Insurance Pool, Inc.			Endorsement Number 29
Policy Symbol PPI	Policy Number G27060080 004	Policy Period 03/31/2015 to 01/01/2016	Effective Date of Endorsement 08/19/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

- I. Notwithstanding anything stated in this Policy, generally, which might normally be construed to the contrary, coverage is afforded *exclusively* pursuant to to the Supplemental Coverage afforded pursuant to this Endorsement for the “covered locations” identified in the Schedule of Covered Locations (Divested Locations), below.
- II. Solely with respect to the coverage afforded for “covered locations” identified in the Schedule of Covered Locations (Divested Locations), below, Section I., INSURING AGREEMENTS, of this Policy is hereby amended by addition of the following:

SUPPLEMENTAL COVERAGE - THIRD-PARTY LIABILITY COVERAGE

“Claims” arising out of: **1)** a “pollution condition” on, at, under, or migrating from; or **2)** an “indoor environmental condition” at, a “covered location”, provided the “claim” is first made during the “policy period”. Any such “claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”, or during any applicable “extended reporting period”.

The coverage afforded pursuant to this Supplemental coverage only applies to “pollution conditions” or “indoor environmental conditions” that first commence, in whole or in part, prior to the corresponding Divestiture Date identified in the Schedule of Covered Locations (Divested Locations) on the Divested Properties Coverage (Third-Party Liability - Full Retro) Endorsement attached to this Policy.

- III. Solely with respect to the coverage afforded for “covered locations” identified in the Schedule of Covered Locations (Divested Locations), below, Section V., DEFINITIONS, Subsection DD., of this Policy are hereby deleted in their entirety and replaced with the following:

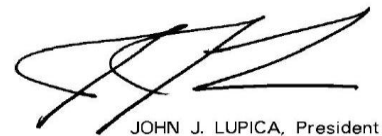
DD. Loss” means:

1. A monetary judgment, award or settlement of compensatory damages arising from “bodily injury”, “property damage” or “remediation costs”, including associated punitive, exemplary or multiplied damages, and civil fines, penalties and assessments, but solely to the extent that the punitive, exemplary or multiplied damages, and civil fines, penalties and assessments:
 - a. Are insurable under applicable law; and
 - b. Arise out of a “pollution condition” or “indoor environmental condition” that results in “bodily injury”, “property damage” or “first party remediation costs” to which this insurance otherwise applies; and
2. Associated “legal defense expense”.

Schedule of Covered Locations (Divested Locations)

Location #	Address	City	State	Zip	Divestiture Date
5-004	15244 W Alexandria Way	Surprise	AZ	85379	8/31/2015
5-005	305 E. Union St	Prescott Valley	AZ	86303	8/31/2015
5-006	719 Rolando Way	Carson City	NV	89701	8/31/2015
5-007	4004 Falling Brook ct.	Round Rock	TX	78665	8/31/2015
5-008	934 Copper Basin Rd.	Prescott	AZ	86303	8/31/2015
5-009	4920 S. Deer Trail	Prescott	AZ	86303	8/31/2015
5-010	2902 E. 18th St.	Tucson	AZ	85716	8/31/2015
5-011	8972 N. Onyx St.	Tucson	AZ	85742	8/31/2015
5-012	114 E. Sherman Avenue	Williams	AZ	86046	8/31/2015
5-013	1543 Dusty Canyon St.	Henderson	NV	89052	8/31/2015
5-014	2617 Via Berrenda	Santa Fe	NM	87505	8/31/2015
5-015	615 N. 48th Street	Phoenix	AZ	85008	8/31/2015
5-024	600 Summit Ave E. Apt 304	Seattle	WA	98102	8/31/2015
5-025	1349 Wedgewood Lane	Neenah	WI	54946	8/31/2015
5-026	7140 N. Summit View Dr.	Prescott Valley	AZ	86315	8/31/2015
5-027	8408 W. Corrine Dr.	Peoria	AZ	85381	8/31/2015
5-028	5704 S. Tableau Dr	Ft. Mohave	AZ	86426	8/31/2015
5-029	1245 N. Windmill Way	Chino Valley	AZ	86323	8/31/2015
5-030	175 Cathedral Rock	Sedona	AZ	86351	8/31/2015
5-031	1022 Beal	Flagstaff	AZ	86001	8/31/2015

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.