



ACE American Insurance Company
11575 Great Oaks Way, Suite 200
Alpharetta, GA 30022

TankSafe® Storage Tank
Liability Insurance Policy

(claims-made coverage)

Coverage Quotation

CHUBB ENVIRONMENTAL

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

DATE: 05/25/2024

TO: Helena Brownbridge

Willis Of New Jersey Inc
150 John F Kennedy Parkway, Suite 520
Short Hills, New Jersey 07078

Helena.Brownbridge@wtwco.com

QUOTATION #1

INSURER: ACE American Insurance Company

A.M. BEST RATING: A++ XV

FIRST NAMED INSURED: Mt. Pleasant Central School District

ADDRESS: 825 Westlake Drive
Thornwood, New York 10594

RENEWAL OF: G21977809 021

INCEPTION DATE: 07/01/2024

EXPIRATION DATE: 07/01/2025

RETROACTIVE DATE: AS PER PF-31164

LIMITS OF LIABILITY	DEDUCTIBLE AMOUNT	TERM (YEARS)	PREMIUM	TRIA PREMIUM*
\$1,000,000 Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) \$2,000,000 Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents \$1,000,000 Aggregate Limit of Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents \$3,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	\$10,000 Per Storage Tank Incident	1	\$2,159	\$0

The premium in this quote includes commission in an amount equal to 17.50% of such premium.

COMMISSION: 17.50%

***THE OPTIONAL TERRORISM RISK INSURANCE ACT (TRIA) PREMIUM AS QUOTED ABOVE IS THE ADDITIONAL PREMIUM THAT WILL BE INCLUDED IN THE TOTAL PREMIUM FOR THIS POLICY IF TRIA COVERAGE IS ELECTED. THIS CHARGE IS FOR TRIA COVERAGE PER THE ATTACHED DISCLOSURE LETTER. WE MUST RECEIVE A SIGNED COPY OF THE ATTACHED DISCLOSURE LETTER INDICATING THAT TRIA COVERAGE HAS BEEN ACCEPTED OR DECLINED.**

TERMS & CONDITIONS	
Covered Storage Tanks:	<ul style="list-style-type: none"> As per PF-31164
Policy Form:	PF-31181 (10/10) Tanksafe Policy Form (US) 10.2010 <u>As per policy form, known conditions under this policy are not covered.</u>
Additional Terms and Conditions:	<p>Premium is 0% Minimum-Earned as of inception of the Policy</p> <ol style="list-style-type: none"> ALL-23445b (07/13) Policyholder Notice Commercial Lines Deregulation New York PF-54022 (02/20) Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement PF-31172 (09/10) Financial Responsibility Condition PF-31174 (09/10) Loading And Unloading Coverage (Time Element) PF-57403 (10/22) Other Insurance Amendatory Endorsement PF-31164 (09/10) Schedule of Covered Storage Tanks <ul style="list-style-type: none"> 4 USTs ALL-21101 (11/06) Trade Or Economic Sanctions Endorsement PF-52650 (09/19) NYFTZ Amendatory Endorsement CC-1K11k (04/22) Signatures ALL-20887a (03/16) Chubb Producer Compensation Practices & Policies ILP 001 01 04 U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TRIA Forms:	<p><i>IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER FOR THE ADDITIONAL PREMIUM NOTED ABOVE, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></p> <ol style="list-style-type: none"> PF-23728b (02/20) Terrorism Risk Insurance Act Endorsement TRIA11e (08/20) Disclosure Pursuant To Terrorism Risk Insurance Act <p><i>IF THE INSURED ELECTS TO DECLINE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></p> <ol style="list-style-type: none"> TRIA24a (08/20) Policyholder Disclosure Notice of Terrorism Insurance Coverage
Value-Added Services	<p>Chubb Environmental is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental will utilize Environmental Incident Alert, in addition to Chubb Risk Engineering, a Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environmental Incident Alert is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.</p>

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW, AND APPROVAL OF THE FOLLOWING, PRIOR TO BINDING:

- Receipt and review of completed, signed and dated Chubb offline application and tank inventory, prior to binding.

Policy Form	PF-31181 (10/10) Tanksafe Policy Form (US) 10.2010 This quotation contemplates the use of Chubb forms, issued on the paper indicated above in this document. All terms and conditions are per those forms and endorsements unless otherwise noted herein.
OFAC	OFAC NOTICE: 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 Foreign agents, Front organizations, Terrorists, Terrorist organizations, and 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 proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.
TRIA	TRIA NOTICE: Presently, the Terrorism Risk Insurance Act ("TRIA") expires on 12/31/27. The premium quoted above includes a separate premium charge for terrorism coverage over the entire Policy Period. In the unlikely event that you elect to receive TRIA coverage and it is not renewed before 12/31/27, or TRIA otherwise expires at some point during the Policy Period, we will refund the unearned portion of our TRIA premium to you on a pro-rata basis. In the event that new legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on 12/31/27, the Chubb Companies reserve the right to re-price and tailor TRIA coverage to conform with the statutory requirements and risks presented in the new legislation.
Disclaimer	Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued. The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer. This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.
Premium Payment	IN THE EVENT COVERAGE IS BOUND, THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE AS OUTLINED ON YOUR AGENCY'S MONTHLY STATEMENT BILL.
eDelivery	Acceptance of this quote indicates the insured's consent to accept delivery of the policy by electronic means, including delivery of the policy as an e-mail attachment. We will deliver the policy to the email address shown above. If the insured would like to withdraw their consent to electronic delivery and exclusively receive a printed paper copy of the policy, please contact the undersigned.
Quotation Expiration	THIS BINDABLE QUOTATION SHALL EXPIRE AT 5:00 pm E.S.T. on: 07/01/2024

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Matthew Thompson at 678-795-4330 (phone) or Matthew.Thompson@chubb.com (email).



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 will reimburse 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

**Policyholder Notice
Commercial Lines Deregulation
New York**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE 2-14055



TANKSAFE®

Storage Tank Liability Insurance Policy

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

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY 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 ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. 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 WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

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

In consideration of the payment of the Premium and in reliance upon all statements made in the Application 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

The Insurer agrees to pay on behalf of the “insured” for:

A. THIRD-PARTY CLAIMS AND FIRST PARTY REMEDIATION COSTS (Coverage A.)

“Claims” and “remediation costs”, in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, arising out of a “storage tank incident”, provided that the “claim” is first made, or the “insured” first discovers the “storage tank incident”, during the “policy period”. Any such “claim” must be reported to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”. Any such discovery of a “storage tank incident” must be reported to the Insurer, in writing, during the “policy period”.

The coverage afforded pursuant to this Coverage **A.** only applies to “storage tank incidents” that first commence on or after the Retroactive Date, if any, identified in Item **3.** of the Declarations and before the end of the “policy period”. If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

B. LEGAL DEFENSE EXPENSES (Coverage B.)

“Legal defense expense”, in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, necessarily incurred to respond to a “claim” pursuant to Coverage **A.**, above, to which this insurance applies.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

- A.** The Insurer’s obligation to pay for “claims”, “remediation costs” and “legal defense expenses” shall be reduced by the deductible amount identified in Item **5.** of the Declarations to this Policy. If the sum of the

“claim” or “remediation costs” is less than the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any “claim”. Upon notification of the Insurer’s payment of such deductible amount, the “first named insured” shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.

- B.** One deductible shall apply to all “claims”, “remediation costs” and “legal defense expenses” arising from the same, continuous, repeated, or related “storage tank incident”.
- C.** With respect to Coverage **A.**, and subject to Subsections **D.** and **F.**, below, the most the Insurer shall pay for all “claims” and “remediation costs” arising out of the same, continuous, repeated, or related “storage tank incident” is the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations to this Policy.
- D.** With respect to Coverage **A.**, and subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.b.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for all “claims” and “remediation costs” arising out of all “storage tank incidents” to which this insurance applies.
- E.** With respect to Coverage **B.**, and Subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.c.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for “legal defense expense” necessarily incurred to respond to all “claims” arising out of all “storage tank incidents” to which this insurance applies.
- F.** The Total Policy Aggregate Limit of Liability identified in Item **4.d.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all “claims”, “remediation costs” and “legal defense expense” arising out of all “storage tank incidents” to which Coverages **A.** and **B.** of this insurance apply.
- G.** If the Insurer or an affiliate has issued claims-made liability coverage for a “covered underground storage tank” or a “covered aboveground storage tank” in one or more policy periods, and a “storage tank incident” is first discovered and reported to the Insurer in accordance with the terms and conditions of this Policy, then:
 - 1.** All such continuous, repeated, or related “storage tank incidents” that are subsequently reported to the Insurer during later policy periods shall be deemed to be one “storage tank incident” discovered during this “policy period”; and
 - 2.** All “claims” arising out of a “storage tank incident” that was discovered during this “policy period”, including any continuous, repeated, or related “storage tank incident”, 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 deductible obligation identified in Item **5.** of the Declarations to this Policy, the duty to defend the “insured” against any “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 ends when:
 - 1.** The Limits of Liability identified in Items **4.a.**, **4.b.** or **4.d.** are exhausted or are tendered into a court of applicable jurisdiction;
 - 2.** The “insured” refuses a settlement offer as provided in Subsection **D.**, below; or
 - 3.** The Limits of Liability identified in Items **4.c.** are exhausted,whichever occurs first.
- B.** The Insurer shall have the right to select legal counsel to represent the “insured” for the investigation, adjustment, and defense of any “claims” covered pursuant to this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably

withheld. "Legal defense expenses" incurred prior to the selection of legal counsel by the Insurer shall not be covered pursuant to this Policy, or credited against the deductible.

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 must 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 anytime, by its signed consent, freely and fully waive its right to select independent counsel.

- C. "Legal defense expenses" reduce the Limits of Liability identified in Items **4.c.** and **4.d.** of the Declarations to this Policy and shall be subject to the deductible obligation.
- D. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to the claimants, 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. The "insured" shall defend such "claim" independently. The Insurer's liability pursuant to this Policy shall not exceed the amount for which the "claim" could have been settled if the Insurer's recommendation had been accepted by the "insured", exclusive of the deductible obligation.

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "storage tank incidents" 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 pursuant to this Policy as are specified by endorsement.
- B. "**Bodily injury**" means physical injury or illness, disease, mental anguish, or emotional distress sustained by any person, including death resulting therefrom.
- C. "**Claim**" means the written assertion of a legal right received by the "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury" or "property damage" arising out of a "storage tank incident".
- D. "**Corrective action costs**" means expenses necessarily incurred by an "insured" to investigate, quantify, assess, monitor, abate, remove, dispose, treat, neutralize or immobilize "storage tank incidents" to the extent required by 40 CFR Sections 280.60-280.67 and 40 CFR Section 280.72 promulgated by the Federal Environmental Protection Agency, or other "environmental law".
- E. "**Covered aboveground storage tank**" means a stationary petroleum product-containing tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item 9. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.
- F. "**Covered underground storage tank**" means a petroleum product-containing tank, and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Underground Storage Tanks identified in Item 8. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.

- G. “Emergency response”** means actions taken by the “insured” to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a “storage tank incident”.
- H. “Environmental laws”** means any federal, state, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup programs or risk-based corrective action guidance, governing the liabilities and legal obligations of the “insured” with respect to “covered aboveground storage tanks” or “covered underground storage tanks”.
- I. “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” arising from a “storage tank incident” to which this insurance applies. Such “storage tank incident” must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the “policy period”. If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.
- J. “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 any applicable deductible 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.
- K. “Government action”** means action taken or liability imposed by any federal, state, municipal or other local government agency or body acting pursuant to the authority of “environmental laws”.
- L. “Insured”** means the “first named insured”, any “named insured”, any “additional insured”, and any past or present director or officer of, partner in, or employee of, any “insured” while acting within the scope of his or her duties as such.
- M. “Legal defense expense”** means reasonable legal costs, charges, and expenses, including expert charges, incurred by the “insured” in the investigation, adjustment, or defense of a “claim”.
- N. “Named insured”** means any person or entity specifically endorsed onto this Policy as a “named insured”, if any. Such “named insured” shall maintain the same scope of coverage pursuant to this Policy as the “first named insured”.
- O. “Natural resource damages”** means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, or any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- P. “Policy period”** means that period of time identified in Item 2. of the Declarations to this Policy, or any shorter period resulting from the cancellation of this Policy.
- Q. “Pollution condition”** means any spilling, leaking, emitting, discharging, dispersing, seeping, escaping or releasing of the contents of any “covered underground storage tank” or “covered aboveground storage tank” into surface soils, subsurface soils, surface water, sediments or groundwater.
- R. “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”.
- S. “Remediation costs”** means :

1. With respect to “covered aboveground storage tanks”, only, reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize a “storage tank incident” to the extent required by “environmental law”; and

2. With respect to “covered underground ground storage tanks”, only, “corrective action costs”.

“**Remediation costs**” shall also include:

1. Reasonable legal cost, where such cost has been incurred by an “insured” with the written consent of the Insurer; and

2. “Replacement costs”.

T. “**Replacement costs**” means reasonable expenses required to restore, repair or replace real property, or physical improvements thereto, damaged during the course of responding to a “storage tank incident”. “Replacement costs” do not include costs associated with improvements or betterments, or any costs associated with the repair, replacement, or upgrading of any “covered underground storage tank” or “covered aboveground storage tank”.

U. “**Responsible insured**” means any employee of a “named insured” responsible for environmental affairs, control, or compliance, and any officer of, director of, or partner in, a “named insured”.

V. “**Storage tank incident**” means a “pollution condition” resulting from a “covered underground storage tank” or a “covered aboveground storage tank”. The entirety of continuous or repeated “pollution conditions” resulting from the same “covered underground storage tank” or “covered aboveground storage tank” shall be deemed to be one “storage tank incident”.

W. “**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.

X. “**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 does not apply to:

A. Contractual Liability

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to any liability of others assumed by an “insured” through contract or agreement, except if the liability would have attached to such “insured” in the absence of such contract or agreement.

This exclusion does not apply to those contracts identified in the Schedule of Insured Contracts endorsed to this Policy, if any.

B. Employers Liability

“Claims” for “bodily injury” to:

1. An “insured” or an employee of its parent, subsidiary or affiliate
 - a. Arising out of and in the course of employment by the “insured” or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the “named insured’s” business.
2. The spouse, child, parent, brother or sister of such “insured” or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1., above.

This exclusion shall apply:

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

C. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated “claims” seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any “legal defense expense” associated with such fines, penalties or damages.

D. First-Party Property Damage

“Claims” or “legal defense expenses” arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by, an “insured”, or otherwise in the care, custody, or control of an “insured”.

This exclusion does not apply to “remediation costs”.

E. Fraud or Misrepresentation

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to fraudulent acts or material misrepresentations on the part of any “insured”, which would have affected the Insurer’s decision to issue this Policy pursuant to the financial terms identified in the Declarations of this Policy.

F. Known Conditions

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to “storage tank incidents” in existence prior to the “policy period” and reported to a “responsible insured”, but not disclosed to the Insurer in writing.

G. Insured’s Internal Expenses

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to expenses incurred by an “insured” for services performed by salaried staff or employees of an “insured”.

H. Intentional Non-Compliance

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the intentional disregard of, or knowing, willful or deliberate non-compliance with, any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by a “responsible insured”.

I. Lead-Based Paint and Asbestos

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the presence of lead-based paint, asbestos, or asbestos-containing materials, in, on, or applied to any structure, including, but not limited to, a “covered underground storage tank” or “covered aboveground storage tank”.

J. Nuclear Hazard

1. “Claims”, “remediation costs” or “legal defense expenses”:

- a. With respect to which the “insured” pursuant to this Policy is also an “insured” pursuant to a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an “insured” pursuant to any such policy but for its termination upon exhaustion of its limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, pursuant to any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 2. “Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the hazardous properties of nuclear material, if:
 - a. The nuclear material
 - (1) Is at any nuclear facility owned by, or operated by or on behalf of the “insured”; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the “insured”; or
 - c. The “bodily injury” or “property damage” arises out of the furnishing by the “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, located within the United States of America, its territories or possessions or Canada.
- 3. As used in this exclusion:
 - a. Hazardous properties include radioactive, toxic, or explosive properties.
 - b. Nuclear material means source material, special nuclear material, or byproduct material.
 - c. Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
 - e. Waste means any waste material:
 - (1) Containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - (2) Resulting from the operation by any person or organization of any nuclear facility included pursuant to the first two paragraphs of the definition of nuclear facility;
 - f. Nuclear facility means:
 - (1) Any nuclear reactor;
 - (2) Any equipment or device designed or used for
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing or packaging waste;

- (3) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste;
- (5) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. "Property damage" includes all forms of radioactive contamination of property.

K. Regulatory Compliance

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any "storage tank incident" involving a "covered aboveground storage tank" or "covered underground storage tank" that was not in compliance with all applicable "environmental laws" prior to such "storage tank incident".

L. Storage Tank Contents

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to costs associated with the loss, removal, replacement, re-use, or recycling of the contents of any "covered underground storage tank" or "covered aboveground storage tank".

M. War or Terrorism

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" 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.

VII. REPORTING AND COOPERATION

- A. The "insured" must see to it that the Insurer receives written notice of any "claim" or "storage tank incident", as soon as possible, but in no event more than seven (7) days after a "responsible insured" first became aware of, or should have become aware of, such "claim" or "storage tank incident". Such notice shall be provided to the Insurer at the address identified in Item 7.a. of the Declarations to this Policy and 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 "storage tank incident";
 - 2. The identity of "covered aboveground storage tank" or "covered underground storage tank";
 - 3. The nature of the "claim" or "storage tank incident"; and
 - 4. Any steps undertaken by the "insured" to respond to the "claim" or "storage tank incident".
- B. The "insured" must:
 - 1. Immediately 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 "bodily injury", "property damage", "remediation costs" or "legal defense expense" 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" incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response".
- D. Upon the discovery of a "storage tank incident", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental laws". The "insured" must cooperate with the Insurer in the selection and retention of qualified contractors or consultants. The Insurer shall have the primary responsibility, but not the duty, to select, retain, and oversee such contractors or consultants, on behalf of the "insured". Any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the deductible obligation and Limits of Liability of this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. 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 Section **IX.**, **GENERAL CONDITIONS**, Subsection **A.**, or nonrenewal.
- B. "Extended reporting periods" shall not reinstate or increase 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 on the last day of the "policy period".
- C. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item **6.** of the Declarations to this Policy. 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 **7.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 by the Insurer, 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 **7.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;
 - b. Fraud or material misrepresentation on the part of any "insured; or
 - c. Change in use or operation of a "covered underground storage tank" or "covered aboveground storage tank" from the use contemplated in the Application and supporting materials that materially increases the likelihood of "claims" or "storage tank incidents",

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, or any other "insured" who 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 any "covered aboveground storage tank" or "covered underground storage tank". 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 laws", or any other laws.

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.

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 any "insured's" estate shall not relieve the "first named insured" of its deductible obligation 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. The "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 deductible. 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 application for this Policy are accurate and complete;
2. Those statements are based upon representations the “first named insured” made to the Insurer; and
3. This Policy has been issued in reliance upon the “first named insured’s” representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions **2.a.** and **2.c.**, the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the “first named insured”, 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.

H. Other Insurance

If other valid and collectible insurance is available to any “insured” covering a 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. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the “insured” shall submit to the exclusive jurisdiction of the State of New York and shall comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer’s right to remove an action to a United States District Court.

J. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy, including the rights, duties and obligations thereunder, shall be determined in accordance with the law and practices of the State of New York.

K. 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.

L. 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.

M. 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.

**EXTENDED REPORTING PERIOD SCOPE CONFIRMATION (FIRST-PARTY
DISCOVERY) ENDORSEMENT**

Named Insured Mt. Pleasant Central School District			Endorsement Number 001
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American 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.

This endorsement modifies all insurance provided under the following:

TANKSAFE® STORAGE TANK LIABILITY INSURANCE POLICY

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

- I.** The notice banner on the Declarations and Page **1.** of this Policy is hereby deleted in its entirety and replaced with the following:

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY 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 ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. 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 WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

- II.** Section **I., INSURING AGREEMENTS**, Subsection **A., THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS**, of this Policy is hereby deleted in its entirety and replaced with the following:

A. THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS (Coverage A.)

“Claims” and “remediation costs”, in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, arising out of a “storage tank incident”, provided that the “claim” is first made, or the “insured” first discovers the “storage tank incident” that results in such “remediation costs”, during the “policy period”. Any such “claim” or discovery of a “storage tank incident” must be reported to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”.

The coverage afforded pursuant to this Coverage **A.** only applies to “storage tank incidents” that first commence on or after the Retroactive Date, if any, identified in Item **3.** of the Declarations and before the end of the “policy period”. If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

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

I. “Extended reporting period” means the additional period of time in which to report:

- 1.** A “claim” first made against; or

2. The discovery of a “storage tank incident” by,

the “insured” during or subsequent to the end of the “policy period” arising from a “storage tank incident” to which this insurance applies. Such “storage tank incident” must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the “policy period”. If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

IV. Section VIII., EXTENDED REPORTING PERIOD, Subsections A. through D., of this Policy are hereby deleted in their entirety and replaced with the following:

- A.** The “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following:
1. Cancellation, as described Section IX., GENERAL CONDITIONS, Subsection A., or nonrenewal of this Policy in its entirety; or,
 2. With respect to any specific subset of the “covered underground storage tanks” or “covered aboveground storage tanks” covered pursuant to this Policy, the deletion of coverage for such subset during the “policy period” or any corresponding nonrenewal of coverage.
- B.** “Extended reporting periods” shall not reinstate or increase 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 on the last day of the “policy period”. A “storage tank incident” first discovered by 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 discovered on the last day of the “policy period”.
- C.** Provided the “first named insured” has not purchased any other insurance to replace the coverage afforded pursuant to this Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the “named insured” shall have a one hundred and eighty (180) day basic “extended reporting period” without additional charge.
- D.** Provided the “first named insured” has not purchased any other insurance to replace the coverage afforded pursuant to Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the “named insured” shall also be entitled to purchase a supplemental “extended reporting period” of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. 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 7.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 by the Insurer, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

FINANCIAL RESPONSIBILITY CONDITION ENDORSEMENT

Named Insured Mt. Pleasant Central School District			Endorsement Number 002
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American 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., CONDITIONS**, of this Policy is hereby amended by addition of the following:

Financial Responsibility And Reimbursement

If this Policy is issued to certify an “insured’s” compliance with Federal or State financial responsibility requirements with respect to “covered aboveground storage tanks” or “covered underground storage tanks”, the Insurer shall comply with such financial responsibility requirements. Notwithstanding the foregoing, the “first named insured” agrees to reimburse the Insurer for any payment made by the Insurer on behalf of any “insured”, which the Insurer would not have otherwise been obligated to make under the terms and conditions of this Policy, but for: **1)** the agreement contained in the first sentence of this condition, above; **2)** the Insurer’s issuance of an amendatory endorsement to this Policy tracking specific, obligatory Federal or State statutory or regulatory language required for use of insurance as a storage tank financial responsibility mechanism; or **3)** the Insurer’s issuance of a Certificate evidencing this Policy satisfies the requirements of any Federal or State storage tank financial responsibility program.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**LOADING AND UNLOADING COVERAGE (TIME ELEMENT REPORTING)
ENDORSEMENT**

Named Insured Mt. Pleasant Central School District			Endorsement Number 003
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American 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.

THE COVERAGE AFFORDED PURSUANT TO THIS ENDORSEMENT IS LIMITED BY A DEFINED REPORTING PERIOD AND, THEREFORE, COVERS ONLY CLAIMS AND REMEDIATION COSTS THAT ARISE OUT OF LOADING AND UNLOADING RELATED POLLUTION CONDITIONS THAT ARE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR THE DEFINED REPORTING PERIOD CONTAINED HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY.

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

I. Section V., **DEFINITIONS**, Subsection Q., of this Policy is hereby amended by addition of the following:

Q. "Pollution condition" also means the inadvertent spilling, leaking, discharging, escaping or releasing of the contents of any "covered underground storage tank" or "covered aboveground storage tank" into surface soils, subsurface soils, surface water, sediments or groundwater during the loading or unloading of such "covered underground storage tank" or "covered aboveground storage tank".

II. Notwithstanding anything contained in the general reporting obligations identified in **Section VII.** of this Policy which might be construed otherwise, it is a condition precedent to the coverage afforded pursuant to this Endorsement for loading and unloading-related "storage tank incident" that the "insured" provide written notice of such "storage tank incident" to the Insurer within **seventy-two (72) hours** of the event giving rise to such "storage tank incident".

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

OTHER INSURANCE AMENDATORY ENDORSEMENT

Named Insured Mt. Pleasant Central School District			Endorsement Number 004
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TankSafe® Storage Tank Liability Insurance Policy

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 a loss also covered by this Policy, the insurance afforded by this Policy shall apply as primary insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

SCHEDULE OF COVERED STORAGE TANKS ENDORSEMENT

Named Insured Mt. Pleasant Central School District			Endorsement Number 005
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American 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 agree that the storage tanks identified in the Schedule of Covered Storage Tanks, below, have been added to this Policy as “covered underground storage tanks” or “covered aboveground storage tanks”, as applicable.

Schedule of Covered Storage Tanks

Insured's Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Westlake High School 825 Westlake Drive Thornwood, NY 10594	1	5,000	UST	06/18/2014
Westlake Middle School 825 Westlake Drive Thornwood, NY 10594	2	5,000	UST	06/18/2014
Columbus Elementary 580 Columbus Avenue Thornwood, NY 10594	3	5,000	UST	06/18/2014
Hawthorne Elementary 225 Memorial Drive Hawthorne, NY 10532	4	5,000	UST	10/29/2009

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

TERRORISM RISK INSURANCE ACT ENDORSEMENT

Named Insured Mt. Pleasant Central School District			Endorsement Number 006
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American 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.

Terrorism Premium (Certified Acts of Terrorism): \$ _

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the “insured” and the Insurer hereby agree to the following changes to this Policy:

- A. With respect to any “hostile acts” or “terrorism” exclusions contained in this Policy, or attached to this Policy by endorsement, such exclusions do not apply to a “certified act of terrorism”, as defined in Paragraph C., below.
- B. With respect to any one or more “certified acts of terrorism”, the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002, as subsequently extended (“**TRIA**”), due to the application of any clause which results in a cap on the Insurer’s liability for payments for terrorism losses.
- C. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to TRIA. The criteria contained TRIA for a “certified act of terrorism” include the following:
 1. The act resulted in insured losses in excess of \$5 million attributable to all types of insurance subject to TRIA; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D. Notwithstanding any coverage that may otherwise be afforded for punitive damages under this Policy, if any, coverage shall not be afforded for damages arising, directly or indirectly, out of a “certified act of terrorism” that are awarded as punitive damages.
- E. The coverage afforded under this Endorsement shall expire at the earlier of the following dates:
 1. The end of the “policy period”, as indicated on the Declarations; or
 2. **December 31, 2027.**
- F. The premium for “certified acts of terrorism” coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in TRIA. The federal program established by TRIA is scheduled to terminate at the end of December 31, 2027, unless extended by the federal government.
- G. If this “policy period” extends beyond December 31, 2027, please note that the TRIA premium, above, is premised on the parties’ assumption that TRIA will later be extended through the end of the “policy period”, thereby mandating that Insurer make available coverage for “certified acts of terrorism” for the entire “policy period”. In the event that TRIA is not extended beyond December 31, 2027, or otherwise expires at some point during the “policy “period”, the Insurer will refund the unearned portion of our TRIA premium to the insured on a pro-rata basis. In the event that new TRIA extension or replacement legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on December 31, 2027, the Insurer reserves the right to re-price and prospectively modify terrorism coverage to conform with the statutory requirements and risks presented by any such new legislation.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Mt. Pleasant Central School District			Endorsement Number 007
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American 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.

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.

Authorized Representative

NYFTZ AMENDATORY ENDORSEMENT

Named Insured Mt. Pleasant Central School District			Endorsement Number 008
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American 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. The Notice Banner of this Policy is hereby deleted in its entirety and replaced with the following:

PORTIONS OF THIS POLICY PROVIDE THIRD-PARTY LIABILITY COVERAGE ON A CLAIMS-MADE OR, ALTERNATIVELY, A CLAIMS-MADE AND REPORTED, BASIS, WHICH COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED, IN WRITING, DURING THE POLICY PERIOD. A CLAIMS-MADE AND REPORTED COVERAGE PROVISION ALSO REQUIRES THAT THE CLAIM BE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANKS INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. 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.

- II. Solely with respect to “covered aboveground storage tanks” and “covered underground storage tanks” that are situated within the State of New York, Section I., INSURING AGREEMENTS, Subsection A., THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS, of this Policy is hereby deleted in its entirety and replaced with the following:

A. THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS (Coverage A.)

“Claims” and “remediation costs”, in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, arising out of a “storage tank incident”, provided that the “claim” is first made during the “policy period” or any applicable “extended reporting period”, or the “insured” first discovers the “storage tank incident” during the “policy period”. Any such discovery of a “storage tank incident” must be reported to the Insurer, in writing, during the “policy period”.

The coverage afforded pursuant to this Coverage A. only applies to “storage tank incidents” that first commence on or after the Retroactive Date, if any, identified in Item 3. of the Declarations and before the end of the “policy period”. If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

- III. Solely with respect to “covered aboveground storage tanks” and “covered underground storage tanks” that are situated within the State of New York, Section III., DEFENSE AND SETTLEMENT, Subsection B., of this Policy is hereby deleted in its entirety and replaced with the following:

B. Counsel Selection

The “first named insured shall have the right to:

1. Select legal counsel or consent to the Insurer’s choice of legal counsel, which consent shall not be unreasonably withheld, to represent the “insured” for the investigation, adjustment, and defense of any “claims” covered pursuant to this Policy; and

2. Participate in, and assist in the direction of, the defense of any “claim”.

IV. Solely with respect to “covered aboveground storage tanks” and “covered underground storage tanks” that are situated within the State of New York, Section V., **DEFINITIONS**, Subsections I. and W., of this Policy are hereby deleted in their entirety and replaced by the following:

I. “**Extended reporting period**” means the additional period of time in which a “claim” can be first made against the “insured” subsequent to the end of the “policy period”.

W. “**Terrorism**” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act (“TRIA”). TRIA currently sets forth the following criteria for a “certified act of terrorism”:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

V. Solely with respect to “covered aboveground storage tanks” and “covered underground storage tanks” that are situated within the State of New York, Section VII., **REPORTING AND COOPERATION**, of this Policy is hereby amended by addition of the following:

Failure to give notice of any “claim” to the Insurer as required pursuant to this Section shall not invalidate coverage for any such “claim”, unless the failure to provide such timely notice has prejudiced the Insurer. However, no coverage for a “claim” will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice, and that notice was given as soon as was reasonably possible thereafter.

VI. Solely with respect to “covered aboveground storage tanks” and “covered underground storage tanks” that are situated within the State of New York, Section VIII., **EXTENDED REPORTING PERIOD**, Subsection B., of this Policy is hereby deleted in its entirety and replaced with the following:

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” within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, shall be deemed to have been made on the last day of the “policy period”.

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

A. Cancellation and Nonrenewal

1. The “first named insured” shown in the Declarations may cancel this Policy by mailing or delivering to the Insurer written notice stating when the termination will be effective.
2. If this Policy has been in effect for sixty (60) days or less, the Insurer may cancel this Policy by mailing or delivering a written notice to the “first named insured” at the address stated in the Policy and the “first named insured’s” broker or authorized agent, at least:
 - a. Sixty (60) days before the effective date termination if the Insurer cancels for any reason other than for the reasons set forth in Subparagraph 2.b., below:
 - b. Fifteen (15) days before the effective date of termination if the Insurer cancels for nonpayment of premium;
3. Prior to termination, the Insurer will notify the “first named insured”, by mailing or delivering to the “first named insured”, at the address shown in the Policy, and to the “first named insured’s” authorized broker or agent, written notice stating the reason for termination and when the termination will be effective.
4. If this Policy is terminated by the “first named insured”, the Insurer shall refund the unearned premium computed at the short rate. If this Policy is terminated by the Insurer, the Insurer shall

refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

5. If one of the reasons for termination in Subparagraph **2.b.**, above, exists, the Insurer may cancel this entire Policy, even if the reason for termination pertains only to a new coverage or an endorsement initially effective subsequent to the original issuance of the Policy.

6. Nonrenewal

If the Insurer decides not to renew this Policy, the Insurer will send a notice as provided by Subparagraph **6.b.**, below.

a. *Conditional Renewal*

The Insurer will send a notice as set forth in Subparagraph **7.b.**, below, if the Insurer conditions its renewal of this Policy on one of the following terms or conditions:

- (1) A change in the Limits of Liability,
- (2) A change in the type of coverage,
- (3) A reduction of coverage,
- (4) An increased “self-insured retention”,
- (5) An addition of an Exclusion, or
- (6) An increase in premiums in excess of ten percent (10%), except if the increase in premium is due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit.

b. *Notices of Nonrenewal and Conditional Renewal*

- (1) If the Insurer decides not to renew this Policy or to conditionally renew this Policy as provided in this Paragraph **6.**, above, the Insurer will mail or deliver written notice to the “first named insured” shown in the Declarations and the “first named insured’s” broker or authorized agent at least sixty (60) days, but not more than one hundred and twenty (120) days before:
 - (b) The expiration date of the Policy; or
 - (c) The anniversary date if the Policy is a continuous policy.
- (2) Notice will be mailed or delivered to the “first named insured’s” mailing address listed in the Policy. If notice is mailed, proof of mailing will be sufficient proof of notice.
- (3) The notice will include the specific reason for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- (4) If the Insurer violates any of the provisions of Subparagraphs **6.b.(1)**, **6.b.(2)**, or **6.b.(3)**, above, by sending an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - (a) Coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period’s rates until sixty (60) days after such notice is mailed or delivered, unless the “first named insured”, during the sixty (60) day period, has replaced the coverage or elects to cancel.
 - (b) On or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy for another policy period, at the lower of the current rates or the prior period’s rates, unless the “first named insured”, during this additional policy period, has replaced the coverage or elects to cancel.
- (5) The Insurer will not send the “first named insured” notice of nonrenewal or conditional

renewal if the “first named insured”, the “first named insured’s” authorized agent or broker delivers notice that the Policy has been replaced or is no longer desired.

- c. The Aggregate Limits of Liability as shown in the Declarations of this Policy will be increased in proportion to any policy extension provided in accordance with Subparagraph **6.b.(4)**, above.

VIII. Solely with respect to “covered aboveground storage tanks” and “covered underground storage tanks” that are situated within the State of New York, Section IX., GENERAL CONDITIONS, Subsection C., Legal Action Against the Insurer, of this Policy is amended by addition of the following:

Notwithstanding the foregoing, with respect to “claims” for “bodily injury”, if the Insurer denies coverage or does not admit liability because an “insured” or the injured person, someone acting for the injured person or other claimant fails to give the Insurer written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against the Insurer, provided the sole question is whether the denial of coverage or non admission of liability based on the failure to provide timely notice is enforceable.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if, within sixty (60) days after the Insurer denies coverage or does not admit liability, the Insurer or an “insured”:

1. Brings an action to declare the rights of the parties pursuant to this Policy; and
2. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

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

Transfer of Duties When a Limit of Insurance Is Used Up

1. If the Insurer concludes that, based on the “claims” or associated “storage tank incidents” which have been reported to it and to which this insurance may apply, any relevant Limit of Liability is likely to be used up in the payment for “bodily injury”, “property damage”, “remediation costs” or “legal defense expense”, the Insurer will notify the “first named insured”, in writing, to that effect.
2. When any relevant Limit of Liability has actually been used up in the payment for “bodily injury”, “property damage”, “remediation costs” or “legal defense expense”:
 - a. The Insurer will notify the “first named insured”, in writing, as soon as practicable, that a Limit of Liability has actually been used up; and
 - (1) The Insurer’s duty to defend “claims” subject to the exhausted Limit of Liability, has also ended; or,
 - (2) With respect to exhaustion of the Aggregate Limit of Liability in Item 4. c. of this Policy, the Insurer’s duty to defend has expired completely.
 - b. The Insurer will initiate, and cooperate in, the transfer of control, to any appropriate “insured”, of all “claims”, which are subject to an exhausted Limit of Liability and which are reported to the Insurer before that Limit of Liability is used up. That “insured” must cooperate in the transfer of control of said “claim”.

The Insurer agrees to take such steps, as it deems appropriate, to avoid a default in, or continue the defense of, such “claims” until such transfer is completed, provided the appropriate “insured” is cooperating in completing such transfer.

The Insurer will take no action whatsoever with respect to any “claim” that would have been subject to an exhausted Limit of Liability, had it not been used up, if the “claim” is reported to the Insurer after that Limit of Liability has been used up.

- c. The “first named insured”, and any other “insured” involved in a “claim” subject to that Limit of Liability, must arrange for the defense of such “claim” within such time period as agreed to between the appropriate “insured” and the Insurer. Absent any such agreement, arrangements for the defense of such “claim” must be made as soon as practicable.

3. The “first named insured” shall reimburse the Insurer for expenses it incurs in taking those steps the Insurer deems appropriate in accordance with Subparagraph **2.b.**, above.

The duty of the “first named insured” to reimburse the Insurer will begin on:

- a. The date on which the applicable exhausted Limit of Liability is used up, if the Insurer sent notice in accordance with Paragraph **1.**, above; or
 - b. The date on which the Insurer sent notice in accordance with Subparagraph **2.a.**, above, if the Insurer did not send notice in accordance with Paragraph **1.**, above.
4. The exhaustion of any Limit of Liability by the payments for “bodily injury”, “property damage”, “remediation costs” or “legal defense expense”, and the resulting end of the Insurer’s duty to defend, will not be affected by the Insurer’s failure to comply with any of the provisions of this Condition.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative



SIGNATURES

Named Insured Mt. Pleasant Central School District			Endorsement Number 009
Policy Symbol UST	Policy Number G21977809 022	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS 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.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)

BANKERS STANDARD INSURANCE COMPANY (A stock company)

ACE AMERICAN INSURANCE COMPANY (A stock company)

ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)

INSURANCE COMPANY OF NORTH AMERICA (A stock company)

PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)

ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)

WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BRANDON PEENE, Secretary

JOHN J. LUPICA, President

Authorized Representative

**DISCLOSURE PURSUANT TO TERRORISM RISK
INSURANCE ACT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$ _____.

ACE American Insurance Company
Insurance Company

Mt. Pleasant Central School District
Policyholder

UST G21977809 022
Policy Number

Willis Of New Jersey Inc
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 80% 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 \$., however you elected to decline such coverage.

**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb'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.chubbproducercompensation.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:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- 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.