

CHUBB®

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

TankSafe® Storage Tank Liability Insurance Policy

(claims-made coverage)

Coverage Binder

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: 06/28/2024
TO: Helena Brownbridge
Willis Of New Jersey Inc
150 John F Kennedy Parkway, Suite 520
Short Hills, New Jersey 07078
Helena.Brownbridge@wtwco.com

BINDER #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
POLICY NUMBER: UST G21977809 022
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 (includes TRIA for \$0)	\$0

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

COMMISSION: 17.50%

TERMS & CONDITIONS: PF-31181 (10/10) Tanksafe Policy Form (US) 10.2010
As per quotation #1, dated 05/25/2024.

*☒ THIS PREMIUM INCLUDES A CHARGE FOR TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER.

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 insured, or any person or entity claiming the benefits of this insurance, has violated U.S. sanctions law or is a Specially Designated National or 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.

Please read this binder 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 binder are not included. The terms and conditions of this binder 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 binder has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this binder.

eDELIVERY NOTICE: 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.

COVERAGE IS NOW BOUND; THEREFORE, THE PREMIUM INDICATED ON THE BINDABLE QUOTATION MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE AS OUTLINED ON YOUR AGENCY'S MONTHLY STATEMENT BILL.

Thank you for placing your business with us. For underwriting questions or concerns, please contact Matthew Thompson at 678-795-4330 (phone) or Matthew.Thompson@chubb.com (email).

CHUBB®

Chubb Environmental

IN THE EVENT OF AN

ENVIRONMENTAL EMERGENCY:

- 1) Follow your company procedures for reporting and responding to an incident***
- 2) Alert local emergency authorities, as appropriate***
- 3) Report the incident to Chubb Environmental through the **Environmental Incident Alert** system by one of the following methods:***

Phone: 888-310-9553

Website: www.chubbeia.net

Mobile Incident Reporting:



Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident. You will be contacted by a trained representative of Chubb to discuss further response steps as soon as possible.

DO follow your company's detailed response plan
DO contact your management as well as appropriate authorities
DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak
DO NOT attempt to respond beyond your level of training or certification

CHUBB® CHUBB ENVIRONMENTAL FIRST NOTICE OF LOSS FORM

SEND TO: Chubb Environmental Claims Manager

BY MAIL: Chubb Claims, P.O. Box 5103, Scranton, PA 18505-0510

BY FAX: (800) 951-4119

BY EMAIL: CasualtyRiskEnvironmentalFirstNotice@chubb.com

Today's Date: _____

Notice of: (check all that apply)

☐ Pollution Incident

☐ Potential Claim

☐ Other _____

☐ Third-Party Claim

☐ Litigation Initiated

Insured's Name & Contact Information

Company Name: _____ Point of Contact: _____

Address: _____

Phone #: _____

Broker/Agent's Name & Contact Information

Company Name: _____ Point of Contact: _____

Address: _____

Phone #: _____

Policy Information

Policy Number: _____ Policy Period: _____

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

Loss Information

Date of Incident/Claim: _____ Location: _____

Claimant Name/Address: _____

Description of Loss: _____

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

Name of Person Completing This Form: _____ Signature: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby 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 THIS 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 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.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: \$0

☐ **THIS PREMIUM DOES NOT INCLUDE A CHARGE FOR TERRORISM COVERAGE. SUCH COVERAGE WAS REJECTED BY THE INSURED**