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BINDER

**For: HIGHLAND FAIRVIEW CONSTRUCTION,
INC**

Presented to Willis Towers Watson Southeast, Inc. -
Atlanta (non admitted)
November 1, 2024



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November 1, 2024

Attn: Nic Vrey
Willis Towers Watson Southeast, Inc. - Atlanta (non admitted)
Nic.Vrey@willistowerswatson.com

GREAT AMERICAN INSURANCE GROUP
CONTRACTING SERVICES PROJECT SPECIFIC BINDER
For: Highland Fairview Construction, Inc
17991 Cowan, Irvine , CA 92614

Policy #: CSP F250553 00
Policy Period: 10/2/2024 - 10/2/2025
Great American E&S Insurance Company
Form: CSP 90 01 (Ed. 03 14)
Domicile State: CA

ENVIRONMENTAL DIVISION
31 St James Ave
Suite 830
Boston, MA 02116
From: Austin Connell
Customer #: 0006971406
Broker #: 405750

OPTION 1: Policy Term: 10/2/2024 - 10/2/2025

Completed Operations Period: From: 10/2/2025 To: 10/2/2035

Project Name: SKXT

Project Site:

- South of California State Route 60 (SR-60), between Redlands Boulevard to the West and Gilman Springs Road to the East in Moreno Valley, California, 92555.

Notice: If no Limit of Liability or Self-Insured Retention amount appears for a Coverage Section shown below, this Policy does not apply for that Coverage Section.

Coverage	Each Pollution Condition Limit	Coverage Aggregate Limit	Self-Insured Retention
A. Occurrence Contracting Services Pollution Liability	\$5,000,000	\$5,000,000	\$50,000
B. Non-Owned Disposal Site(s)	\$5,000,000	\$5,000,000	\$10,000
C. Occurrence In-Bound and Out-Bound Transportation Coverage to Include Transportation by the Insured	\$5,000,000	\$5,000,000	\$10,000

Policy Aggregate Limit of Liability: \$5,000,000

Premium: \$22,241 (100% Minimum Earned)

Premium for Certified Acts of Terrorism:	\$0	Additional Premium
State Tax:	N/A	Broker Responsibility
Assessments and Surcharges:	\$0	

Notice(s):

- Premiums above do NOT include Excess and Surplus Lines Tax.
- Excess and surplus lines taxes, fees and filings are additional and the sole responsibility of the broker. Please furnish us with a copy of your surplus lines license prior to binding.

Commission: 17%

Contract Revenues: \$76,420,119

Contracting Services:

- All construction services performed as outlined in the contract associated with Project No: WL01-003 for the Skechers Expansion III between AMPCO Contracting Inc. and Highland Fairview Construction, Inc. dated September 16, 2024.

All construction services performed as outlined in the contract associated with Balance of Infrastructure for the Spectrum Loop for Task 2, 9, 11, 12, 16 between AMPCO Contracting Inc. and Highland Fairview Construction, Inc.

All construction services performed as outlined in the contract associated with WL10-101-1083 for the Infrastructure – Storm, Sewer, Water, Landscape & Irrigation, Erosion Control, Temporary Roads, & Paving between AMPCO Contracting Inc. and Highland Fairview Construction, Inc. dated March 26, 2024

Endorsements & Exclusions

CSP 99 12 (Ed. 03 14) - CHOICE OF LAW AND JURISDICTION AND VENUE CONDITIONS DELETION

CSP 91 10 (Ed. 03 14) - COVERAGE B AMENDATORY ENDORSEMENT – OCCURRENCE NON-OWNED DISPOSAL SITE

CSP 94 20 (Ed. 05 15) - FAULTY WORKMANSHIP/OWN WORK EXCLUSION AMENDMENT

CSP 94 06 (Ed. 01 20) - TERRORISM COVERAGE ENDORSEMENT

CSP 90 10 (Ed. 05 15) - OWNER CONTROLLED INSURANCE PROGRAM ENDORSEMENT

CSP 90 24 (Ed. 02 19) - ADDITIONAL LIMIT FOR LEGAL EXPENSE ENDORSEMENT

CSP Manuscript (Ed. 09 24) - PUBLIC RELATIONS EXPENSES ENDORSEMENT WITH REPORTING OF EMERGENCY RESPONSE COSTS

Any applicable state endorsements or notices.

Exclusions in the quotation include, but are not limited to, the terms and conditions outlined above. Please refer to the policy contract for specifics. Any other coverage extensions, deletions, or changes requested in the submission are hereby rejected.

Terms

- The full premium payment is due thirty (30) days from the effective date of the coverage.

Endorsement No. 1

This endorsement, effective 12:01 a.m., 10/2/2024, forms a part of Policy No: CSP F250553 00 issued to Highland Fairview Construction, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHOICE OF LAW AND JURISDICTION AND VENUE CONDITIONS DELETION

This endorsement modifies insurance provided under the following:

CONTRACTING SERVICES PROJECT SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section IX. CONDITIONS, Item F. CHOICE OF LAW and Item K. JURISDICTION AND VENUE, are deleted in their entirety.

All other terms and conditions remain the same.

Endorsement No. 2

This endorsement, effective 12:01 a.m., 10/2/2024, forms a part of Policy No: CSP F250553 00 issued to Highland Fairview Construction, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE B AMENDATORY ENDORSEMENT –
OCCURRENCE NON-OWNED DISPOSAL SITE**

This endorsement modifies insurance provided under the following:

CONTRACTING SERVICES PROJECT SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section I. INSURING AGREEMENTS, B. COVERAGE B – NON-OWNED DISPOSAL SITE, is deleted in its entirety and replaced with the following:

B. COVERAGE B – OCCURRENCE NON-OWNED DISPOSAL SITE

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a NON-OWNED DISPOSAL SITE that first commenced subsequent to the start of the POLICY PERIOD, which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD.

All other terms and conditions remain the same.

Endorsement No. 3

This endorsement, effective 12:01 a.m., 10/2/2024, forms a part of Policy No: CSP F250553 00 issued to Highland Fairview Construction, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAULTY WORKMANSHIP/OWN WORK EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

CONTRACTING SERVICES PROJECT SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section IV. EXCLUSIONS, Item 5. Faulty Workmanship/Own Work, is deleted in its entirety and replaced by the following:

5. Faulty Workmanship/Own Work

based upon or arising out of the costs to repair or replace faulty workmanship, construction, fabrication, installation, assembly or remediation, if such faulty workmanship, construction, fabrication, installation, assembly or remediation was performed in whole or in part by an INSURED. However, this exclusion does not apply to CLEAN-UP COSTS under Coverage A.

All other terms and conditions remain the same.

Endorsement No. 4

This endorsement, effective 12:01 a.m., 10/2/2024, forms a part of Policy No: CSP F250553 00 issued to Highland Fairview Construction, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTING SERVICES PROJECT SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY

Pursuant to the requirements of the federal Terrorism Risk Insurance Act the INSURED has been provided notice that the INSURED may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of CERTIFIED ACT(s) OF TERRORISM and the premium charge for such coverage. After receiving such notice, the INSURED has elected to purchase this Policy with coverage for such CERTIFIED ACT(s) OF TERRORISM. Therefore, in consideration of the premium paid, the INSURED and the Company agree to the following Policy changes:

1. Section IV. EXCLUSIONS, Item 6. Hostile Acts, is deleted in its entirety and replaced with the following:

Hostile Acts

based upon or arising out of any consequence, whether direct or indirect, of declared or undeclared war, invasion, act of foreign enemy, hostilities, and whether war be declared or not, civil war, rebellion, revolution, insurrection, or military or usurped power, or in defending against any one or more of those.

This exclusion does not apply to CERTIFIED ACT(s) OF TERRORISM subject to the CAP ON CERTIFIED TERRORISM LOSSES.

2. Section II. DEFINITIONS is amended by the addition of the following:

CERTIFIED ACT(s) OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism as defined in Section 102(1) of the Terrorism Risk Insurance Act.

CAP ON CERTIFIED TERRORISM LOSSES, as established in the Terrorism Risk Insurance Act, means if the aggregate insured losses attributable to CERTIFIED ACT(s) OF TERRORISM exceed \$100 billion in a calendar year and we have met our insurer deductible under the federal Terrorism Risk Insurance Act, the Company 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.

3. This endorsement will be automatically deleted from this Policy if:

(a) the federal Terrorism Risk Insurance Program ("Program"), as established by the federal Terrorism Risk Insurance Act is terminated or otherwise becomes inapplicable with respect to the type of insurance provided by this Policy; or

(b) no renewal or replacement of the federal Terrorism Risk Insurance Act is enacted prior to January 1, 2028, unless the federal Terrorism Risk Insurance Act is thereafter extended without any lapse in the Program.

4. In the event this endorsement is deleted from this Policy pursuant to the preceding paragraph:
- (a) notwithstanding Item 8. of the Declarations, the premium set forth in Item 7. of the Declarations for terrorism coverage will be considered 100% earned; and
 - (b) no return premium will be due to the INSURED.

All other terms and conditions remain the same.

Endorsement No. 5

This endorsement, effective 12:01 a.m., 10/2/2024, forms a part of Policy No: CSP F250553 00 issued to Highland Fairview Construction, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNER CONTROLLED INSURANCE PROGRAM ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTING SERVICES PROJECT SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

1. Section II. DEFINITIONS, Items P. INSURED, Q. PROJECT SITE and Y. PROPERTY DAMAGE, are deleted in their entirety and replaced with the following:

P. INSURED means:

1. the FIRST NAMED INSURED; and
2. any ADDITIONAL NAMED INSURED added to this Policy by an endorsement issued by the Company; and
3. any present or former director, officer, partner, member, employee, leased or temporary worker of the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, while acting within the scope of his/her duties as such; and
4. any organization or entity, in existence at any time prior to the termination of this Policy, in which the FIRST NAMED INSURED has: (a) an ownership interest of fifty percent (50%) or more; or (b) has control over the management thereof; and
5. each entity listed below. However, each entity listed below is included as an INSURED under this Policy solely to the extent that it is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than the entities listed below. No coverage will be provided under this Policy for the below listed entity's own negligence or strict liability.

Listed Entities

HF Logistics – SKX T3, LLC, Delaware Limited Liability Co.

Q. PROJECT SITE means the location(s) listed in the Declarations. PROJECT SITE also includes real property rented or leased by the INSURED as part of CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES. However, PROJECT SITE does not include any other location managed, operated, owned, or leased by an INSURED or any subsidiary or affiliate of an INSURED except for a location that is managed, operated, owned, or leased solely by the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED having an ownership interest in the PROJECT SITE.

Y. PROPERTY DAMAGE means:

1. physical injury to, or destruction of, the real property or tangible personal property of: (a) any person or organization that is not an INSURED; or (b) the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED having an ownership interest in the PROJECT SITE, including the resulting loss of use of such property; or
2. loss of use of such property that has not been physically injured or destroyed; or
3. diminution in value of such property; or
4. natural resource damage which means the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et. seq.)), any state, local or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction or alienation, any member of a Native American Tribe.

caused by a POLLUTION CONDITION. However, PROPERTY DAMAGE does not include CLEAN-UP COSTS or ENVIRONMENTAL DAMAGE.

2. Section IV. EXCLUSIONS, Items 7. Insured vs. Insured, 8. Insured's Property and 16. Warranties, are deleted in their entirety and replaced with the following:

7. Insured vs. Insured

based upon or arising out of any CLAIM by one INSURED against any other INSURED.

Except with regard to any CLAIM that is excluded pursuant to Section IV. EXCLUSIONS, Item 14. Related Entities or Individuals, this exclusion does not apply to a CLAIM:

- (a) that arises out of an indemnification given by one INSURED to another INSURED as specified in a contract that was submitted and approved by the Company and added to this Policy by endorsement;
- (b) made by the FIRST NAMED INSURED against another INSURED; or
- (c) made by ADDITIONAL NAMED INSURED having an ownership interest in the PROJECT SITE against another INSURED.

8. Insured's Property

based upon or arising out of damage to:

- (a) real or personal property owned by, leased by, operated by, or loaned to an INSURED; or
- (b) personal property in the care, custody, or control of an INSURED,

even if such damage is incurred to avoid or mitigate LOSS or CLEAN-UP COSTS which may be covered under this Policy.

This exclusion does not apply to:

- (a) REPLACEMENT COSTS; or

(b) real or personal property owned, leased, or operated by, or personal property in the care, custody or control of, the FIRST NAMED INSURED or ADDITIONAL NAMED INSURED having an ownership interest in the PROJECT SITE; or

(c) real property rented or leased by the INSURED as part of CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES.

16. Warranties

based upon or arising out of any express warranty or guarantee. This exclusion does not apply to: (a) a warranty or guarantee by the INSURED that its CONTRACTING SERVICES conform to generally accepted standards; or (b) CLEAN-UP COSTS under Coverage A.

3. Each of the following entities is an ADDITIONAL NAMED INSURED:

All contractors and subcontractors at all tiers, but only with respect to the performance of covered CONTRACTING SERVICES.

4. Section IX. CONDITIONS, Item L. OTHER INSURANCE, is deleted in its entirety and replaced with the following:

L. OTHER INSURANCE – Subject to Section VI., Limits of Liability and the Self-Insured Retention, this insurance is primary. However, where other valid and collectible insurance may be available to the INSURED for LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverage provided under this Policy, the INSURED shall, upon request of the Company, provide the Company with copies of all such policies.

All other terms and conditions remain the same.

Endorsement No. 6

This endorsement, effective 12:01 a.m., 10/2/2024, forms a part of Policy No: CSP F250553 00 issued to Highland Fairview Construction, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL LIMIT FOR LEGAL EXPENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTING SERVICES PROJECT SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION is amended by the addition of the following:

I. The Limits of Liability shown in Item 3. of the Declarations are inclusive of LEGAL EXPENSE.

An additional Limit for LEGAL EXPENSE in the amount of 25% of the Limits of Liability shown in Item 3. of the Declarations shall apply to all Coverages. This additional Limit is exclusively for LEGAL EXPENSE and applies to both the Each POLLUTION CONDITION Limit and the Coverage Aggregate Limit. This additional Limit for LEGAL EXPENSE is subject to the Self-Insured Retention shown in Item 3. of the Declarations.

In the event a CLAIM is made against the INSURED for LOSS or CLEAN-UP COSTS, or a POLLUTION CONDITION is first discovered that results in LOSS or CLEAN-UP COSTS, the additional Limit for LEGAL EXPENSE will be applied first. After the additional Limit for LEGAL EXPENSE has been fully eroded, any other covered LEGAL EXPENSE will erode the applicable Limits of Liability shown in Item 3. of the Declarations. However, once the Company has paid the full applicable Limit of Liability via indemnity payments or otherwise, the Company will have no further obligation to defend or continue to defend the INSURED, nor any obligation to pay any further LEGAL EXPENSE, even if there are additional limits for LEGAL EXPENSE remaining.

Furthermore, the Policy Aggregate Limit of Liability shown in Item 4. of the Declarations will be increased by 25%. However, this increase to the Policy Aggregate Limit of Liability is only available for the payment of LEGAL EXPENSE.

All other terms and conditions remain the same.

Endorsement No. 7

This endorsement, effective 12:01 a.m., 10/2/2024, forms a part of Policy No: CSP F250553 00 issued to Highland Fairview Construction, Inc By Great American E&S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC RELATIONS EXPENSES ENDORSEMENT WITH REPORTING OF EMERGENCY RESPONSE COSTS

This endorsement modifies insurance provided under the following:

CONTRACTING SERVICES PROJECT SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section VII. REPORTING, DEFENSE, SETTLEMENT AND COOPERATION, Item B., is deleted in its entirety and replaced with the following:

- B.** No costs, charges or expenses shall be incurred, nor payments made, obligations assumed or remediation commenced, without the Company's consent which shall not be unreasonably withheld. This provision does not apply to:
1. EMERGENCY RESPONSE COSTS. But only if the INSURED: (i) reports, in writing, the applicable POLLUTION CONDITION to the Company and solicits the Company's assistance in responding to such POLLUTION CONDITION no later than seven (7) days after the applicable emergency first commences; (ii) immediately provides to the Company, upon request, all information available to the INSURED related to such EMERGENCY RESPONSE COSTS, including but not limited to: a description of the emergency and the actions taken as of the time of such request, reports, sampling results, correspondence and invoices; and (iii) fully complies with terms of Section VII of this Policy.

The Company has no duty to pay EMERGENCY RESPONSE COSTS incurred more than seven (7) days after the applicable emergency first commences unless such EMERGENCY RESPONSE COSTS are consented to by the Company prior to being incurred by the INSURED; and

2. the reasonable and necessary costs and fees incurred by the FIRST NAMED INSURED (up to a maximum of \$250,000 and subject to the Self-Insured Retention applicable to Coverage A for each POLLUTION CONDITION) for the hiring of a public relations firm to minimize potential harm to the FIRST NAMED INSURED and to maintain and restore public confidence in the FIRST NAMED INSURED, including amounts for printing, advertising, and mailing of materials, and travel expenses by the FIRST NAMED INSURED's directors, officers, employees or agents or by employees of the public relations firm, but only if:
 - (a) such costs and fees arise directly from a POLLUTION CONDITION:
 - (i) that arises from covered CONTRACTING SERVICES;
 - (ii) that first commences at the PROJECT SITE during the POLICY PERIOD; and
 - (iii) for which coverage is not otherwise excluded under this Policy; and

(b) in the good-faith, reasonable opinion of the FIRST NAMED INSURED such POLLUTION CONDITION:

- (i) poses an imminent, significant, and material health risk to the public or will result in imminent, significant, and material property damage to the PROJECT SITE; and
- (ii) will result in significant and material adverse publicity to the FIRST NAMED INSURED.

Subject to: (a) the Company's pre-approval; (b) the Self-Insured Retention and maximum amount indicated above; and (c) the Company's agreement that both conditions 2(a) and (b) above have been fully satisfied, the Company may also consider paying other related reasonable and necessary expenses that are: (i) incurred by any person or entity that is not an INSURED; and (ii) not otherwise covered as EMERGENCY RESPONSE COSTS, including: psychological counseling, temporary living expenses, travel costs, and expenses to secure areas impacted by the POLLUTION CONDITION. Notwithstanding Section VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION, Item G., the costs and fees indicated in Item 2. above, as well as the other related expenses indicated in this paragraph, will not erode the applicable Limits of Liability.

It is a condition precedent to coverage for all costs and fees outlined in Item 2. above that: (i) such costs and fees arise from a POLLUTION CONDITION for which coverage is sought by the FIRST NAMED INSURED and afforded by the Company under Coverage A of this Policy; (ii) notwithstanding any language in this Policy to the contrary, the FIRST NAMED INSURED has fully paid the separate Self-Insured Retention set forth above for public relations expense; and (iii) the FIRST NAMED INSURED notifies the Company of the POLLUTION CONDITION associated with such costs and fees no later than forty-eight (48) hours after the FIRST NAMED INSURED first becomes aware of such POLLUTION CONDITION.

The payment of costs and fees outlined above by the Company will not be determinative of the Company's obligations under this Policy, nor will it create any inference with regard to the Company's duty to defend or duty to indemnify any INSURED with regard to any CLAIM or POLLUTION CONDITION.

Under no circumstances will the Company pay for the hiring of a public relations firm to minimize the potential harm to, or to restore public confidence in, any contractor or subcontractor performing covered CONTRACTING SERVICES.

All other terms and conditions remain the same.



Main Office
397 Eagleview Blvd.
Suite 100
Exton, PA 19341

Notice of Claim Form*

***In the event of an environmental emergency, call our emergency hotline: 1-800-340-3399.**

Date _____

This form should be completed after the call to the hotline is made.

Policyholder Information

Insured _____

Policy Number _____

Address _____

Contact Information for Insured

Name _____

Alternate Contact _____

Telephone/Email

Switchboard _____ Direct Dial _____

Mobile _____ Email Address _____

Broker Information

Name of Agency _____

Address _____

Contact Information for Broker

Name of Broker/Producer _____

Name of Claim Contact at Broker _____

Telephone/Email

Switchboard _____ Direct Dial _____

Mobile _____ Email Address _____

Claims Information

Nature and Date of Claim

Claim Location (*Specific Address if available*)

Claims Information *Continued*

Party Asserting Claim and/or Property Owner Where Incident Occurred

Immediate Areas of Concern

Submissions

Submit this form with all claim-related documents to:

- 1. Electronically scan and send via e-mail to EnvDiv-Claims@gaig.com
- 2. Via mail GAIC, Environmental Division
 ATTN: Claims
 397 Eagleview Blvd., Suite 100
 Exton, PA 19341

Questions? Call 484-212-7700



Environmental

Dear Insured:

Thank you for placing your business with the Environmental Division of the Great American Insurance Group (GA). The attached Policy is an insurance contract that is the culmination of many years of experience and expertise with risk, coverages, and claims management in the environmental insurance industry. Thus, the Policy delivers highly specialized insurance coverages to protect your business in the event specific, covered claim events arise. The primary purpose of this letter is to furnish you and your Broker with the necessary tools to submit a claim under the policy. In addition, this letter is a first introduction to the claims side of our team of environmental professionals.

Our specialized environmental claims handling capabilities include claims managed by attorneys with extensive relevant experience, a 24/7/365 capability to respond to your environmental emergencies with access to a nationwide network of consultants and remediation contractors, and a proven network of attorneys specializing in environmental matters. For true emergencies, generally an event giving rise to an immediate threat to human health or safety and to the environment, our Response and React Program (R&R) is available. Attached is a description of R&R which can be found at the following link:

[Response and React Program \(R&R\)](#)

As part of R&R, our 24/7/365 dedicated emergency response hotline is:

1-800-340-3399

With regard to "standard" claim notice procedures, the Policy sets forth general procedures to follow when a claim arises. These procedures require you to submit, either directly or through your Broker, particulars of the claim as soon as practicable. To assist with this Policy requirement, attached is a Notice of Claim (NOC) Form. The NOC form is available electronically at the following link:

[Notice of Claim \(NOC\) Form](#)

The NOC sets forth specific information needed. Upon completion, the NOC (and any other supporting documentation) is to be sent to our dedicated e-mail address, EnvDiv-Claims@gaig.com, via fax to 610-363-7382, or by mail to:

**GAIC, Environmental Division
397 Eagleview Blvd.
Suite 100
Exton, PA 19341
ATTN: Claims**

(Note: We prefer electronic submission of the NOC Form to our dedicated e-mail address at EnvDiv-Claims@gaig.com. This is the best method to assure prompt receipt and full distribution to GA's claim professionals.)

In closing, let us assure you that our team of professionals strives to provide a level of service exceeding those generally expected in the environmental insurance industry. Indeed, GA strives to meet **your** standards – particularly in the event of an environmental emergency. If our claims group does not meet our standards or if you have any questions regarding any aspect of our reporting procedures, please contact us.

Once again, thank you for your business. We look forward to serving you.

Enclosures: Response and React Program Description
 Notice of Claim Form

cc: Broker of Record

Response & React Program

Accidents happen! When a chemical or fuel spill occurs, you need to take immediate action. The logistics and regulatory burdens to clean up a spill can be broad, complicated and overwhelming. Great American Environmental Division's Response & React Program (R&R) is specifically designed to help policyholders quickly and efficiently navigate the response plan from the moment a spill occurs to the final site approval. Having a response program in place assures peace of mind during critical situations, allowing your clients to prepare to take immediate action.

The Response & React program offers spill response management in all 50 states and Canada, 24 hours a day, 365 days a year. Our large network of prequalified environmental professionals are standing by, ready to provide the knowledge and expertise you need to manage a rapid, cost effective response to your emergency spill.

Services include:

- Onsite mobilization of prequalified emergency response contractor
- Coordination with Great American Environmental Division's claims department in accordance with established protocol to evaluate coverage, discuss retentions and manage the clean-up process
- Filing of verbal and written regulatory notifications
- Pre-established rates and project costs for task-by-task management of the response contractor
- Handling of waste management and disposal in accordance with government regulations
- Invoice audit to verify the authorization of the scope of work performed and the associated costs for contractor services
- Closure reports filed by Great American with the appropriate environmental regulatory agencies

Great American's R&R program is administered by CURA Emergency Services – a five-star emergency service program and a recognized leader in the environmental and emergency response industry for more than 20 years.



Great American
Insurance Company

100+
years
with an **A** or better
rating by
A.M. Best

Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. Coverage description is summarized. Refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Policies are underwritten by Great American Insurance Company, an authorized insurer in all 50 states and the DC and Great American Protection Insurance Company, an authorized insurer in CA, IN, KY, MS, OH and WA. © 2019 Great American Insurance Company. All rights reserved. 1929-ENV (07/19)

GAIG.com/Environmental



In the event of an emergency spill, one phone call initiates the R&R process:

1. Call the R&R Hotline (800) 340-3399
2. Describe the situation to the on call Incident Manager
3. Rest & relax knowing that the contractor best suited to manage your situation will respond to the incident

Environmental Main Office
397 Eagleview Blvd., Ste. 100
Exton, PA 19341

888-828-4320

GAIG.com /Environmental

GREAT AMERICAN
INSURANCE GROUP
Environmental