



**BEAZLEY ECLIPSE  
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)**

**COVERED LOCATION POLLUTION LIABILITY - NEW POLLUTION CONDITIONS  
COVERED LOCATION POLLUTION LIABILITY - EXISTING POLLUTION CONDITIONS,  
TRANSPORTATION POLLUTION LIABILITY  
NON-OWNED DISPOSAL SITE POLLUTION LIABILITY INSURANCE**

THE COVERAGE UNDER INSURING CLAUSE I.A.1., I.B.1., I.C. AND I.D. IS, IF APPLICABLE, PROVIDED ON A CLAIMS MADE AND REPORTED BASIS.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

**Underwriters:** Lloyd's Syndicates 623/2623

**Policy Number:** W239E3180101

**Authority Reference  
Number:** B6012BUSANMSL1801

Item 1. **Named Insured:** University of Oregon

**Address:** 1020 University Street  
Eugene, OR 97403

Item 2. **Policy Period:**

**From:** 01-Jul-2018

**To:** 01-Jul-2021

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

Item 3. **Limit of Liability:**

(a)	\$10,000,000	Each Pollution Condition - includes Claims Expenses
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(b)	\$10,000,000	Aggregate for the Policy Period - includes Claims Expenses
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Item 4. <b>Deductible:</b>	\$100,000	Each Pollution Condition - includes Claims Expenses
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Item 5. **Premium:** \$62,493

Item 6. **Retroactive Date(s):**

- |     |             |                                                                                             |
|-----|-------------|---------------------------------------------------------------------------------------------|
| (a) | N/A         | Coverage I.B. Covered Location Pollution Liability Coverage - Existing Pollution Conditions |
| (b) | 01-Jul-2018 | Coverage I.C. Transportation Pollution Liability Coverage                                   |

Item 7. **Extended Reporting Period:**

- (a) Premium for Optional Extended Reporting Period: 200% of the total premium for this Policy
- (b) Length of Optional Extended Reporting Period: 36 Months

Item 8. **Notification under this Policy:**

- (a) Notification pursuant to Clause IX. shall be given to:

E-mail: enviro.claims@beazley.com  
Fax: (860) 679-0247  
Mail: Beazley USA Services, Inc.  
Attn: A&E Claims  
30 Batterson Park Road  
Farmington, CT 06032

24/7 Emergency Response Hotline: **800-347-4384**

If you have any questions or for additional information please call.

- (b) All other notices under this Policy shall be given to:

Beazley USA Services, Inc.  
30 Batterson Park Road  
Farmington, CT 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247

Item 9. **Covered Location(s):**

Address	Use
Per University of Oregon – 2018-2019 Property SOV  Including the following USTs: 30,000g #2 fuel oil 30,000g #2 fuel oil 30,000g #2 fuel oil 6,000g unleaded 2,500g diesel	Per SOV

Item 10. **Application of Terrorism Risk Insurance Extension Act:** Accepted

Item 11. **Service of process in any suit shall be made upon:**

Mendes & Mount  
 750 Seventh Avenue #24  
 New York, NY 10019

Item 12. **Choice of Law:** OR

Item 13. **Coverage Provided:**

THE FOLLOWING COVERAGE(S) ARE IN EFFECT ONLY IF DENOTED AS "YES" UNDER THE COVERAGE PROVIDED COLUMN, BELOW

<u>Coverage</u>	<u>Coverage Provided</u>
I.A.1. New Pollution Conditions- (BI/PD and Cleanup)	YES
I.A.2. New Pollution Conditions- 1st Party Discovery	YES
I.B.1. Existing Pollution Conditions- (BI/PD and Cleanup)	NO
I.B.2. Existing Pollution Conditions- 1 <sup>st</sup> Party Discovery	NO
I.C. Transportation	YES
I.D. Non-Owned Disposal Site	YES

Item 14. **Endorsements Effective at Inception:**

- |                  |                                                                                                           |
|------------------|-----------------------------------------------------------------------------------------------------------|
| 1. SCHEDULE2018  | Lloyd's Security Schedule 2018                                                                            |
| 2. NMA1256       | Nuclear Incident Exclusion Clause-Liability-Direct (BROAD)<br>(U.S.A.)                                    |
| 3. NMA1477       | Radioactive Contamination Exclusion Clause-Liability-Direct<br>(U.S.A.)                                   |
| 4. NMA2918       | War and Terrorism Exclusion Endorsement                                                                   |
| 5. E06693012015  | U.S. Terrorism Risk Insurance Act of 2002 as Amended, New and<br>Renewal Business Endorsement             |
| 6. E08866082016  | Minimum Earned Premium                                                                                    |
| 7. E08682082016  | Business Interruption and Extra Expense                                                                   |
| 8. E06671012015  | Policyholder Disclosure Notice of Terrorism Insurance Coverage                                            |
| 9. E07512082015  | Amend Supplementary Payments- Reputation Management                                                       |
| 10. E06960042015 | Bodily Injury, Property Damage, and Inadvertent Disturbance<br>Coverage for Asbestos and Lead-Based Paint |
| 11. E08070022016 | Disinfection Costs with Sublimit                                                                          |
| 12. E10948122017 | Evacuation Expenses Coverage                                                                              |
| 13. E06981042015 | Additional Claims Expense Limit                                                                           |
| 14. E07322052017 | Financial Responsibility for Storage Tank Systems                                                         |

**Dated:** 31-Aug-2018

**At:** 30 Batterson Park Road  
Farmington  
Connecticut 06032  
(office of the Correspondent)

**By:**   
Beazley USA Services, Inc. (Correspondent)



## **Endorsement #1**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

**Lloyd's Syndicates 623/2623 Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **LLOYD'S SECURITY SCHEDULE**

Syndicate 2623      82%

Syndicate 623      18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

## **Endorsement #2**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

### **NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY ECLIPSE**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under 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 under any such policy but for its termination upon exhaustion of its limit 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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from 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, an 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 an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) 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,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.



**Endorsement #3**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)**

This endorsement modifies insurance provided under the following:

**BEAZLEY ECLIPSE**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

#### **Endorsement #4**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

#### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

##### **BEAZLEY ECLIPSE**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Endorsement #5

Effective date of this Endorsement: 01-Jul-2018

This Endorsement is attached to and forms a part of Policy Number: W239E3180101  
Lloyd's Syndicates 623/2623 Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NEW & RENEWAL BUSINESS ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BEAZLEY ECLIPSE**

This endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

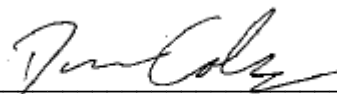
It is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, War and Terrorism Exclusion Endorsement, shall not apply to any **Claims, Claims Expense or Cleanup Costs** directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this endorsement is only in respect of any **Claims, Claims Expense and Cleanup Costs** of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion to which this Insurance is subject, War and Terrorism Exclusion Endorsement, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriters will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriters liability for payment for terrorism losses.

All other terms, exclusions and conditions of the policy remain unchanged.



Authorized Representative

**Endorsement #6**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

**Lloyd's Syndicates 623/2623 referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**MINIMUM EARNED PREMIUM**

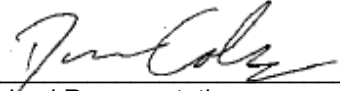
This endorsement modifies insurance provided under the following:

**BEAZLEY ECLIPSE**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that in the event of cancellation by the **Insured** or cancellation by the Underwriters, this Policy shall be subject to a minimum earned premium of 25% of the amount shown in Item 5. of the Declarations.

However, in the event of any payment made by the Underwriters in excess of the **Deductible** for **Damages, Claims, Cleanup Costs** or **Claims Expenses** then the policy will be subject to a minimum earned premium of 100% at the Inception Date of the Policy.

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative

## Endorsement #7

Effective date of this Endorsement: 01-Jul-2018

This Endorsement is attached to and forms a part of Policy Number: W239E3180101

Lloyd's Syndicates 623/2623 referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **BUSINESS INTERRUPTION AND EXTRA EXPENSE**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY ECLIPSE**

In consideration of the premium charged for this policy, it is hereby understood and agreed that:

1. Clause **I. INSURING CLAUSE** is amended by the addition of the following:

#### **Business Interruption and Extra Expense**

To pay on behalf of the **Insured Business Interruption** and **Extra Expense**, including **Rental Value**, arising out of or resulting from a **Pollution Condition**, covered under Clause I.A. and not otherwise excluded under the terms and conditions of this Policy.

2. Clause **III. Definitions** is amended by the addition of:

"**Business Interruption**" means the sum of the following:

1. net income, which is net profit, if any, that would have been earned before taxes (or if there is a net loss before taxes, the net loss is deducted), and
2. continuing normal operating expenses incurred excluding payroll not deducted in 1. above,

due to the reasonably and necessary suspension of the **Insured's** operations during the **Period of Restoration** at a **Covered Location**.

"**Deductible Period**" means the period of time that begins at the date and time that the Underwriters receive and record written notice of the necessary suspension of the **Insured's** operations due to a **Pollution Condition** on, at, under or migrating from the a **Covered Location** and ends within the following time frame:

5 Days

"**Extra Expense**" means the necessary expenses incurred by the **Insured**, over and above the **Insured's** continuing normal operating expenses, during the **Period of Restoration**, that the **Insured** would not have incurred had there been no **Pollution Condition** discovered at the **Covered Location**, provided that the expenses are incurred to avoid or minimize the suspension of business and to continue operations:

1. at the **Covered Location**, or
2. at replacement or temporary location(s), including:
  - i. relocation expenses; and

- ii. cost to equip and operate the replacement or temporary location(s).

Subject to the terms and conditions of this Policy, the Underwriters will pay no more for **Extra Expenses** than the percentage shown below multiplied by the Limit of Liability stated in the Declarations. If the **Period of Restoration** is:

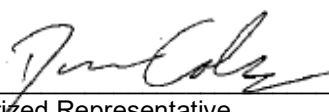
- a. 30 days or less, the percentage applied to the Limit of Liability shall be 40%
- b. 31-60 days, the percentage applied to the Limit of Liability shall be 80%
- c. 61 days or more, the percentage applied to the Limit of Liability shall be 100%

**"Period of Restoration"** means the period of time that begins after the **Deductible Period** and ends when the **Covered Location(s)** should be restored to operation with reasonable speed and quality or when business activities resume at the new permanent location. The expiration date of this Policy will not reduce the **Period of Restoration**, nor shall the **Extended Reporting Period** extend it.

**"Rental Value"** means the loss of any anticipated rental income the **Insured** would have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location(s)** to a third party not owned by, affiliated with, or connected in any way to the **Insured**, less any rental income the **Insured** actually earned or could have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location(s)** or by making use of other property. **Rental Value** does not apply to any loss included in the definition of **Business Interruption** and **Extra Expense**.

- 3. The coverage under this Endorsement is limited to an amount of \$10,000,000 in the aggregate for the **Policy Period**, such amounts being part of, and not in addition to, the Limits of Liability of this Policy.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any 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; 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input checked="checked" type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$<Insert Terrorism Premium>.
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

  
Policyholder/Applicant's Signature

Lloyd's Syndicates 623/2623

Florence Hoskinson  
Print Name

Policy Number

4/26/2018  
Date

(LMA 9104)

**Endorsement #9**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

**Lloyd's Syndicates 623/2623 referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**AMEND SUPPLEMENTARY PAYMENTS – REPUTATION MANAGEMENT**

This endorsement modifies insurance provided under the following:

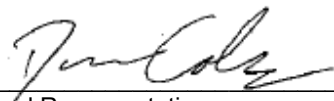
**BEAZLEY ECLIPSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **II. SUPPLEMENTARY PAYMENTS** B. Reputation Management Reimbursement is deleted in its entirety and replaced with the following:

**B. Reputation Management Reimbursement**

The Underwriters shall reimburse the **Named Insured** fifty percent (50%) of the first \$250,000 in the aggregate for the **Policy Period** incurred by the **Named Insured** for **Reputational Management Services**.

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative



**Endorsement #10**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

**Lloyd's Syndicates 623/2623 referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**BODILY INJURY, PROPERTY DAMAGE, AND INADVERTENT DISTURBANCE COVERAGE FOR  
ASBESTOS AND LEAD BASED PAINT**

This endorsement modifies insurance provided under the following:

**BEAZLEY "ECLIPSE"**

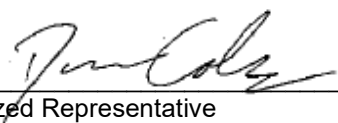
In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **VI. EXCLUSIONS E.** is deleted in its entirety and replaced with the following:

**E. Asbestos / Lead-Based Paint**

arising out of or resulting from or in consequence of, or in any way involving asbestos or lead-based paint, or materials containing asbestos or lead-based paint in whatever form or quantity; provided, that this exclusion does not apply to:

1. any **Claim** for **Bodily Injury** or **Property Damage** which is covered pursuant to Insuring Clause I.A. or I.B. of this Policy;
2. any **Claim** which is covered pursuant to Insuring Clause I.A. or I.B. of this Policy arising out of asbestos or lead-based paint, or materials containing asbestos or lead-based paint, in soil or in any watercourse or body of water or in groundwater;
3. any **Claim** which is covered pursuant to Insuring Clause I.C. or I.D. of this Policy; or
4. **Cleanup Costs** arising from the accidental disturbance of asbestos or any materials containing asbestos that are not the subject of an abatement project. However, in no event shall this Policy pay for **Cleanup Costs** to remove or otherwise abate any portion of asbestos or any materials containing asbestos that are not accidentally disturbed.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

## Endorsement #11

Effective date of this Endorsement: 01-Jul-2018

This Endorsement is attached to and forms a part of Policy Number: W239E3180101

Lloyd's Syndicates 623/2623 referred to in this endorsement as either the "Insurer" or the "Underwriters"

### DISINFECTION COSTS WITH SUBLIMIT

This endorsement modifies insurance provided under the following:

#### BEAZLEY ECLIPSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Clause **I., INSURING CLAUSE**, is amended by the addition of the following:

#### **Disinfection Costs**

To pay on behalf of the **Named Insured**:

**Disinfection Costs** during the **Period of Disinfection**, solely as a result of a **Claim** for a **Pollution Condition**, covered under Insuring Clause I.A. and not otherwise excluded under the terms and conditions of this Policy, provided that:

- a. such **Pollution Condition** is not naturally occurring in the environment in the amounts and concentrations found within any building or structure at the **Covered Location**;
  - b. such **Pollution Condition** is not the result of communicability through human-to-human or bodily fluid contact, and is required to be reported to any federal, state, provincial or other local government agency or body with regulatory jurisdiction over the **Covered Location**; and
  - c. such **Pollution Condition** is reported to the Underwriters in writing within seventy-two (72) hours of receiving a **Claim** and before the end of the **Policy Period**.
2. Solely with respect to the coverage provided by this endorsement Clause **III. DEFINITIONS**, is amended by the addition of the following:

**"Disinfection Costs"** means reasonable and necessary costs, charges and expenses incurred with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed, in the disinfection through the use of disinfectants of a **Pollution Condition** affecting inanimate objects or surface areas, to the extent required by **Environmental Laws**.

**"Period of Disinfection"** means the period of time commencing with the date that operations are necessarily suspended at a **Covered Location** as a result of a **Pollution Condition** and ending when further disinfection is no longer required pursuant to **Environmental Laws**.

3. Solely with respect to **Disinfection Costs**, Clause **III. DEFINITIONS**, T. **"Pollution Condition"** is deleted and replaced by the following:

- T. "**Pollution Condition**" means the discharge, dispersal, release, escape or migration of bacteria (excluding bacterial spores) or viruses within any inhabitable and occupied building or structure at the **Covered Location**, which results in **Disinfection Costs** to which this Insurance applies.

For the purpose of this Policy, the same, continuing or series of related or repeated **Pollution Conditions** shall be considered a single **Pollution Condition**, irrespective of the number of claimants or **Insureds** involved in the **Claim**.

4. Clause VI. **EXCLUSIONS**, is amended by the addition of the following:

**Failure to Adhere to Maintenance and Inspection Protocols**

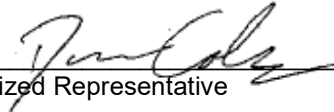
Any **Insured's** failure to adhere to its inspection and maintenance protocols as outlined below:

Inspection and Maintenance Protocols

standard university plans and protocols

5. The coverage under this Endorsement is limited to an amount of \$1,000,000 each **Pollution Condition** and \$1,000,000 in the aggregate for the **Policy Period**, such amounts being part of, and not in addition to, the Limits of Liability of this Policy.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

## Endorsement #12

Effective date of this Endorsement: 01-Jul-2018

This Endorsement is attached to and forms a part of Policy Number: W239E3180101

Lloyd's Syndicates 623/2623 Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### EVACUATION EXPENSES COVERAGE

This endorsement modifies insurance provided under the following:

#### BEAZLEY ECLIPSE

In consideration of the premium charged for this policy, it is hereby understood and agreed that the following changes are made to the Policy:

1. Clause **I. INSURING CLAUSE** is amended by the addition of the following Insuring Clause:

#### **Evacuation Expenses**

To pay to the **Named Insured, Evacuation Expenses** directly resulting from an **Evacuation** caused by a **Pollution Condition**, provided that:

1. such **Pollution Condition** is on, at or under a **Covered Location**; and
  2. such **Pollution Condition** first commences and is first discovered by the **Named Insured** during the **Policy Period**, and is reported in writing to the **Underwriters** during the **Policy Period**.
2. With respect to coverage provided under Clause **I. INSURING CLAUSE, Evacuation Expenses** set forth in Paragraph 1. of this Endorsement, the following is added to Item 3. Limit of Liability of the Declarations, such amounts being part of, and not in addition to, the Aggregate Limit of Liability stated in Item 3(b) of the Declarations.

(c) \$1,000,000

Each **Pollution Condition** Sub-limit  
- Includes **Claims Expenses**

(d) \$1,000,000

Aggregate Sub-limit for the  
**Policy Period** - Includes **Claims Expenses**

3. The following is added to Clause **VII. LIMIT OF LIABILITY**:

- D. Subject to paragraph B. above, the Each **Pollution Condition** Sub-limit shown in Item 3 of the Declarations as amended by this Endorsement is the limit of the Underwriters' liability for all **Evacuation Expenses** arising out of each **Pollution Condition** provided Insurance under Clause **I. INSURING CLAUSE, Evacuation Expenses**. Subject to paragraph B. above, the Aggregate for the **Policy Period** Sub-limit shown in Item 3. of the Declarations as amended by this Endorsement is the limit of the Underwriters' liability for all **Evacuation Expenses** arising out of all **Pollution Conditions** which are provided Insurance under Clause **I. INSURING CLAUSE, Evacuation Expenses**, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability. The Sub-limits described above are part of the Limit of Liability shown in Item 3. (a) and (b) of the

Declarations and reduce such Limits. When the Aggregate for the **Policy Period** Sub-limit is exhausted the Underwriters' shall no longer have an obligation to make any further payment for **Evacuation Expenses** under Clause **I. INSURING CLAUSE, Evacuation Expenses**, regardless of whether amounts remain in the Limit of Liability shown in Item 3. (a) and (b) of the Declarations.

4. The following is added to Clause **III. DEFINITIONS**:

**"Evacuation"** or **"Evacuated"** means the removal from a **Covered Location**, to any other suitable and permitted location, of a majority of active admitted patients of such **Covered Location(s)** as a direct result of a **Pollution Condition** provided such removal is required in writing by the Center for Disease Control (CDC) or a similar state or local government agency acting under the authority of **Environmental Law**.

**"Evacuation Expenses"** mean reasonable and necessary expenses incurred during the **Period of Evacuation** in connection with an **Evacuation**, including expenses associated with transporting and lodging patients who have been **Evacuated** from a **Covered Location**.

These sums will be reduced to the extent that the **Insured** can resume operations or occupancy, in whole or in part, at the **Covered Location** that was the subject of the **Evacuation**, or by making use of other **Covered Locations** or other location(s). **Evacuation Expenses** shall not include any costs associated with 1) lost business or other costs associated with reputational damage, 2) revoked or modified licenses, permits, etc. or 3) any costs associated with preventing any **Pollution Condition**.

**Evacuation Expenses** shall not include, and shall be reduced by any payments made for, **Business Interruption** and **Extra Expense**, including **Rental Value**

**"Period of Evacuation"** means the period of time that begins after the **Deductible Period** and ends with the earliest of:

- 1 the date the **Pollution Condition** that caused the **Evacuation** has been remediated and the Center for Disease Control (CDC) or a similar state or local government agency deems that an **Evacuation** is no longer required;
2. the date the **Insured** should have resumed its normal business operations at the **Covered Location** had it used reasonable skill, speed, and effort to do so; or
3. the date the **Insured** may reasonably resume its normal business operations at a new location.

The expiration date of this Policy will not reduce the **Period of Evacuation**, nor shall the **Extended Reporting Period** extend it.

**"Deductible Period"** means the period of time specified below that begins at the date and time that the **Evacuation** from a **Covered Location** first commences.

3 Days Insuring Clause **Evacuation Expenses**

5. Clause **VI. EXCLUSIONS**, introductory paragraph shown before the Exclusions is deleted in its entirety and replaced with the following:

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** incurred in connection with or resulting from any **Claim**, or to any **Cleanup Costs**, **Evacuation** or **Evacuation Expenses**:

6. The following is added to paragraph B. of Clause **IX. NOTICE OF CLAIM AND DISCOVERY OF POLLUTION CONDITION**:

With respect to Clause **I. INSURING CLAUSE**, **Evacuation Expenses**, the **Named Insured** shall forward written notice to the Underwriters as soon as practicable after a **Responsible Insured** becomes aware of any **Pollution Condition** that directly results in **Evacuation Expenses**, but in no event later than seventy-two (72) hours after any such expenses have been incurred nor shall such notice be provided after the expiration of the **Policy Period**. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations.

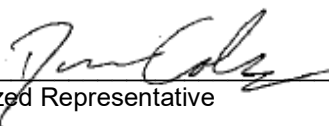
Notice shall also include, information sufficient to identify the **Pollution Condition** and the **Evacuation**, circumstances of the **Evacuation**, and any other reasonably obtainable information with respect to the **Pollution Condition**, the resulting **Evacuation Expenses**, and any reasonable known steps the **Named Insured** plans with respect to mitigation of the **Evacuation** and the **Evacuation Expenses**.

7. Clause **XII. OTHER INSURANCE** is amended to include the following phrase "and any **Evacuation Expenses**" immediately following the phrase "**Claims Expenses**" whenever the phrase "**Claims Expenses**" appears in Clause **XII**.
8. Clause **XVII. SUBROGATION** is amended to include the following phrase "and any **Evacuation Expenses**" immediately following the phrase "**Claims Expenses**" whenever the phrase "**Claims Expenses**" appears in Clause **XVII**.
9. The following Clause is added to the Policy:

**Duty to Mitigate Evacuation Expenses**

The **Insured** shall have a duty to mitigate an **Evacuation**, the **Period of Evacuation** and the incurrence of, and amounts for, **Evacuation Expenses**.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Endorsement #13**

**Effective date of this Endorsement: 01-Jul-2018**

**This Endorsement is attached to and forms a part of Policy Number: W239E3180101**

**Lloyd's Syndicates 623/2623 referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**ADDITIONAL CLAIMS EXPENSE LIMIT**

This endorsement modifies insurance provided under the following:

**BEAZLEY "ECLIPSE"**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include the following:

(c) **\$2,000,000**


Additional **Claims Expense** Limit - Each  
**Pollution Condition**

(d) **\$2,000,000**

Additional **Claims Expense** Limit - Aggregate  
for the Policy Period

2. Subject to Item 3(d), the amount shown in Item 3(c) shall be the Additional **Claims Expense** Limit for each **Pollution Condition** which shall be separate and in addition to the Limit shown in Item 3(a) of the Declarations.
3. Payment of **Claims Expenses** shall erode the Additional **Claims Expense** Limits first and will not erode the limits in Item 3(a) and 3(b) until limits in Item 3(c) and 3(d) are exhausted, respectively,

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

## Endorsement #14

Effective date of this Endorsement: 01-Jul-2018

This Endorsement is attached to and forms a part of Policy Number: W239E3180101

Lloyd's Syndicates 623/2623 referred to in this endorsement as either the "Insurer" or the "Underwriters"

### FINANCIAL RESPONSIBILITY FOR STORAGE TANK SYSTEMS

This endorsement modifies insurance provided under the following:

#### BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following changes are made to the Policy:

I. Clause **I. INSURING CLAUSE** is amended to add the following Insuring Clause: **Storage Tank System Pollution Liability Coverage**:

#### **Storage Tank System Pollution Liability Coverage**

To pay on behalf of the **Insured**, **Cleanup Costs**, **Damages** and **Claims Expenses** in excess of the applicable Deductible which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the period, if applicable, set forth in Clause X.; provided that:

1. The **Pollution Condition** first commenced after the applicable Retroactive Date and before the end of the **Policy Period**;
2. The **Pollution Condition** originates from a **Storage Tank System**; and
3. Insurance is applicable only to the extent that the **Insured** is required to demonstrate financial responsibility pursuant to: (i) 40 C.F.R Part 280, Subpart H; or (ii) similar applicable regulations enacted by a state pursuant to an **Underground Storage Tank** program approved by the United States Environmental Protection Agency in accordance with the Resource Conservation and Recovery Act of 1976, as amended or (iii) similar applicable regulations enacted by a state with respect to an **Aboveground Storage Tank**.

II. Solely with respect to Insurance provided by Section I. of this Endorsement for **Storage Tank System Pollution Liability Coverage**, the following additional changes are made to the Policy::

1. Item 3. of the Declarations is amended by the addition of the following:

The following sub-limits shall apply, which are part of, and not in addition to, the limits stated in (a) and (b) above:

- |     |             |                                                                                           |
|-----|-------------|-------------------------------------------------------------------------------------------|
| (c) | \$1,000,000 | Each <b>Pollution Condition</b> - with respect to <b>Cleanup Costs</b> and <b>Damages</b> |
| (d) | \$1,000,000 | Each <b>Pollution Condition</b> - with respect to <b>Claims Expenses</b>                  |
| (e) | \$1,000,000 | Aggregate for the <b>Policy Period</b> - with respect to                                  |



### Cleanup Costs and Damages

(f) \$1,000,000 Aggregate for the **Policy Period** - with respect to **Claims Expenses**

2. Item 2. of the Declarations is deleted in its entirety and replaced by the following:

Item 2. **Policy Period:**

**From:** 01-Jul-2018

**To:** 01-Jul-2021

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

3. Items 4. and 6. of the Declarations are deleted in their entirety and replaced by the respective Deductible and Retroactive Date corresponding with the **Storage Tank System** identified in the Schedule set forth in the Definition of **Storage Tank System**.
4. Clause **III. DEFINITIONS** is amended by the addition of the following:

**"Aboveground Storage Tank"** means any stationary container or vessel, including the connected piping, ancillary equipment and containment system associated with the tank, which is 10% or more above the surface of the ground; constructed primarily of non-earthen materials; and designated to contain any substance.

**"Storage Tank System"** shall mean any **Underground Storage Tank** or **Aboveground Storage Tank** to the extent described and scheduled below that is owned and operated by the **Insured**, including any connected piping, ancillary equipment and containment system associated with the tank(s).

Tank ID	AST/UST	Capacity (gal)	Contents	Storage Tank Address	Installation Date	Retroactive Date	Deductible
1	UST	30,000 G	#2 fuel oil	1155 Franklin Blvd. Eugene, OR 97403	December 1993	01-Jul-2018	\$100,000
2	UST	30,000 G	#2 fuel oil	1155 Franklin Blvd. Eugene, OR 97403	December 1993	01-Jul-2018	\$100,000
3	UST	30,000 G	#2 fuel oil	1155 Franklin Blvd. Eugene, OR 97403	December 1993	01-Jul-2018	\$100,000
4	UST	6,000 G	Unleaded	1155 Franklin Blvd. Eugene, OR 97403	December 1993	01-Jul-2018	\$100,000
5	UST	2,500 G	Diesel	1155 Franklin Blvd. Eugene, OR 97403	December 1993	01-Jul-2018	\$100,000

**"Tank Fund"** shall mean any state storage tank trust fund, state administered insurance program or restoration funding for **Storage Tank Systems** whose owners qualify for reimbursement, or any self insurance fund established for the purpose of funding **Cleanup Costs, Damages or Claims Expenses** resulting from a **Storage Tank System**.

5. The NOTICE paragraph is deleted in its entirety and replaced with the following:

NOTICE: The coverage under this Policy is provided on a Claims Made and Reported Basis and applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters pursuant to the terms of this Insurance Policy. The payment of **Claims Expenses** reduces a separate limit applicable to **Claims Expenses**. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

6. Clause III. **DEFINITIONS**, Paragraphs D. "**Claim**", H. "**Damages**", T. "**Pollution Condition**" and U. "**Property Damage**" are deleted in their entirety and replaced with the following:

- D. "**Claim**" means a written demand received by any **Insured** for money or services or alleging liability or responsibility including the service of suit or institution of arbitration proceedings
- H. "**Damages**" means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon, incurred for **Property Damage** and/or **Bodily Injury**.

The term **Damages** shall not include or mean:

1. criminal fines, taxes or loss of tax benefits, sanctions or criminal penalties assessed against the **Insured**;
  2. civil fines and penalties assessed against the **Insured**, punitive damages, exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by the law under which this Policy is construed;
  3. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
  4. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**;
  5. matters deemed uninsurable under the law pursuant to which this Policy is construed; or
  6. goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of any **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**, without the prior written consent of the Underwriters.
- T. "**Pollution Condition**" means the actual discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals and hazardous substances from a **Storage Tank System** into or upon land or structures thereupon, or any watercourse, body of water or groundwater, which results in **Bodily Injury**, **Property Damage** or **Cleanup Costs** to which this Insurance applies and which has been investigated and confirmed by or on behalf of the **Insured** utilizing tightness check, or any other procedure approved under **Environmental Laws**.

For the purpose of this Policy, the same, continuing or series of related or repeated **Pollution Condition(s)** shall be considered a single **Pollution Condition**, irrespective of the number of Claimants or **Insureds** involved in the **Claim**.

U. **"Property Damage"** means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof;
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminished value of property owned by third parties, but only where there is physical injury to or destruction of such tangible property.

5. Clause **III. DEFINITIONS**, Paragraph F. **"Cleanup Costs"** is amended by the addition of the following:

**Cleanup Costs** shall not include or mean costs, charges or expenses to achieve regulatory standards at a **Covered Location** that are stricter than those necessary for the actual or intended use of such location.

6. Clause **VI. EXCLUSIONS**, Paragraph G. is deleted in its entirety and replaced with the following:

G. **Products Liability**

arising out of or resulting from any product or good deemed to be a defective product including but not limited to any liability established without proof that the **Damages** were caused directly by a **Pollution Condition** from a **Storage Tank System**, provided, however, that to the extent that such product liability is co-extensive with liability expressly covered by the terms and conditions of this Policy, if any, the existence of such product liability will not operate to void coverage.

7. Clause **VI. EXCLUSIONS** is amended by the addition of the following:

**Market Share Liability**

for, arising out of or resulting from any liability imposed as a result of market share liability, concert of action liability, alternative liability, enterprise liability and/or any other type of liability that is established without proof that the **Damages** were caused directly by a **Pollution Condition** originating from a **Storage Tank System**.

**Pollution Conditions at Divested Property**

for, arising out of or resulting from a **Pollution Condition** on, at, under or migrating from a **Storage Tank System** where such **Pollution Condition** takes place after such **Storage Tank System** or the location at which the **Storage Tank System** is located, is sold, given away or abandoned by the **Insured** or condemned.

**Cost to Confirm a Release from a Storage Tank System**

for any costs, charges or expenses incurred to investigate or certify that a **Pollution Condition** from a **Storage Tank System** has taken place.

### **Cost to Repair, Replace or Upgrade a Storage Tank System**

for any costs, charges or expenses for the reconstruction, repair, replacement, upgrading or rebuilding of any **Storage Tank System** or for any other improvements, site enhancements or routine maintenance on, within or under the location in which the **Storage Tank System** is situated.

### **Storage Tank System Contents**

1. arising out of or resulting from physical injury, including but not limited to contamination, of the contents of a **Storage Tank System**;
  2. arising out of or resulting from property damage due to physical injury, including but not limited to contamination, of the contents of a **Storage Tank System**; or
  3. for any costs arising out of the removing, replacing or recycling of the contents of any **Storage Tank System**.
8. Clause **IV. DEFENSE, SETTLEMENT AND INVESTIGATION**, Paragraph E. is amended by the addition of the following:
- E. Notwithstanding the foregoing, the amount we will pay for **Cleanup Costs, Damages, and Claims Expenses** under the terms and conditions of this Endorsement is limited as set forth in Item 3. of the Declarations as amended by this Endorsement and described in Clause **VI – LIMIT OF LIABILITY** as amended by this Endorsement, and our right and duty to defend end the earlier of:
- (i) When the “Each **Pollution Condition** – with respect to **Cleanup Costs and Damages**” Limit set forth in Item 3 (c ) of the Declarations is exhausted or tendered into a court of applicable jurisdiction;
  - (ii) When the “Each **Pollution Condition** – with respect to **Claims Expenses**” set forth in Item 3.(d) of the Declarations is exhausted or tendered into a court of applicable jurisdiction;
  - (iii) When the Aggregate For the Policy Period Limit set forth in Item 3 (b) of the Declarations is exhausted; or
  - (iv) When the **Insured** refuses a settlement offer as provided for in paragraph D. above, and the Underwriters exercise their right to withdraw.
9. Clause **VIII. DEDUCTIBLE**, Paragraph A. is deleted in its entirety and replaced with the following:
- A. The applicable Deductible set forth in the Definition of **Storage Tank System** set forth above applies separately to each **Pollution Condition**. The applicable Deductible shall be satisfied by monetary payments by the **Named Insured** of **Damages, Cleanup Costs and Claims Expenses** resulting from **Claims** first made and **Pollution Conditions** first discovered during the **Policy Period** and reported to the Underwriters pursuant to the terms of this Policy. Satisfaction of the Deductible is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of the Deductible subject to the Underwriters total liability not

exceeding the applicable Limits of Liability stated in Items 3.(a), 3.(b), 3.(c), 3.(d), 3.(e) and 3.(f) of the Declarations. The **Named Insured** shall make direct payments within the Deductible to appropriate other parties designated by the Underwriters.

10. Clause **IX. NOTICE OF CLAIM AND POLLUTION CONDITION**, Paragraph A. is deleted in its entirety and replaced with the following:

A. If any **Claim** is made against an **Insured**, the **Insured** shall forward written notice as soon as practicable to the Underwriters but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under Section X. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include a copy of every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

11. Clause **X. EXTENDED REPORTING PERIOD**, Paragraph A. is deleted in its entirety and replaced with the following:

A. Automatic Extended Reporting Period

If this Policy is cancelled or non-renewed by the Underwriters or by the **Named Insured**, then the **Named Insured** shall have the right to an Automatic Extended Reporting Period, commencing on the last day of the **Policy Period**, with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the six (6) month period following the end of the **Policy Period**, and otherwise covered under this Policy, but only with respect to a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**, which is otherwise covered by this Policy.

The above Automatic Extended Reporting Period shall not apply in the event the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

12. The following is added to Clause **VII. LIMIT OF LIABILITY**:

D. The Limit of Liability stated in Item 3.(c) of the Declarations for “Each **Pollution Condition**-with respect to **Cleanup Costs** and **Damages**” is the limit of the Underwriters liability for all **Cleanup Costs** and **Damages** arising out of each **Pollution Condition** which are covered under the terms and conditions of this Endorsement.

E. The “Aggregate for the **Policy Period**-with respect to **Cleanup Costs** and **Damages**” stated in Item 3.(e) of the Declarations is the Underwriters total Limit of Liability for all **Cleanup Costs** and **Damages** arising out of all **Pollution Conditions** which are covered under the terms and conditions of this Endorsement, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.

F. The Limit of Liability stated in Item 3.(d) of the Declarations for “Each **Pollution Condition**- with respect to **Claims Expenses**” is the limit of the Underwriters liability for all **Claims Expenses** arising out of each

**Pollution Condition** which are covered under the terms and conditions of this Endorsement.

- G. The “Aggregate for the **Policy Period**- with respect to **Claims Expenses**” stated in Item 3.(f) of the Declarations is the Underwriters total Limit of Liability for all **Claims Expenses** arising out of all **Pollution Conditions** which are covered under the terms and conditions of this Endorsement, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- H. The Limit of Liability stated in Item 3.(c),(d), (e), and (f) of the Declarations are part of and not in addition to those stated in Item 3.(a) and (b) of the Declarations. The **Named Insured** acknowledges on behalf of all **Insureds** that the “Aggregate for the **Policy Period**” stated in Item 3.(b) available for coverage provided under the balance of this policy exclusive of the coverage provided by this endorsement is reduced by the “Aggregate for the **Policy Period**- with respect to **Cleanup Costs** and **Damages**” stated in Item 3. (e) and the “Aggregate for the **Policy Period** – with respect to **Claims Expenses**” stated in Item 3.(f) of the Declarations.

III. Clause **XII. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

#### **XII. OTHER INSURANCE**

- A. Except as set forth in Clause **XII. OTHER INSURANCE**, Paragraphs C. and D. below, this Insurance is primary, and the Underwriter’s obligations are not affected unless any other insurance is also primary. In that case, the Underwriters will share with all such other insurance by the method described in Clause **XII. OTHER INSURANCE**, Paragraphs C. below.
- B. When this Insurance is excess, the Underwriters will pay only its share of the amount of **Damages, Cleanup Costs** or **Claims Expenses**, if any, that exceeds the total amount of such other insurance.
- C. When both this Insurance and other insurance apply to **Damages, Cleanup Costs** or **Claims Expenses**, the Underwriters shall not be liable under this Policy for a greater proportion of **Damages, Cleanup Costs** or **Claims Expenses** than the amount resulting from the following contribution methods, whichever is lesser:
  - (i) contribution by equal shares where each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Damages, Cleanup Costs** or **Claims Expenses** remains, whichever occurs first; or
  - (ii) contribution by limits where each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- D. This Insurance shall apply as excess insurance over any **Tank Fund**, provided that in the event of the receivership, insolvency or inability to pay of any state fund or program, this Insurance shall act as primary. When this Insurance is excess, the Underwriters will pay only its share of

the amount of **Cleanup Costs, Damages or Claims Expenses**, if any, that exceeds the total amount available through the **Tank Fund**.

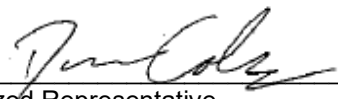
Where other insurance or funds from any **Tank Fund** may be available for **Damages, Cleanup Costs or Claims Expenses** covered under this Insurance as noted above, the **Insured** shall promptly, upon request, provide the Underwriters with copies of all such policies or fund documentation.

IV. The following is added as a Clause to the Policy:

#### **REIMBURSEMENT**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the **Insured(s)** shall reimburse the Underwriters for any payments (including payments required as a result of demonstrating financial responsibility for storage tanks) made on behalf of any **Insured** to the extent that such payments would not have been covered under the terms and conditions of this Policy had this Endorsement not been endorsed to the Policy.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

## CERTIFICATE PROVISIONS



# Lloyd's Insurance

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

---

SLC-3 (USA) NMA2868 (24/08/00) Printed by the Corporation of Lloyd's.



1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. It is hereby understood and agreed that wherever the word 'Policy' appears herein it shall be deemed to read 'Certificate.'



**BEAZLEY ECLIPSE**  
**ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)**

**COVERED LOCATION POLLUTION LIABILITY - NEW POLLUTION CONDITIONS,  
COVERED LOCATION POLLUTION LIABILITY - EXISTING POLLUTION  
CONDITIONS, TRANSPORTATION POLLUTION LIABILITY AND NON-OWNED  
DISPOSAL SITE POLLUTION LIABILITY INSURANCE**

NOTICE: The coverage under Insuring Clause I.A.1., I.B.1., I.C. and I.D. is provided on a Claims Made and Reported Basis and applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters pursuant to the terms of this Insurance Policy. The coverage under Insuring Clause I.A.2. and I.B.2. is first party coverage for **Cleanup Costs**. The Limit of Liability available to pay **Damages** and **Cleanup Costs** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

This Policy only affords coverage provided for those Insuring Clauses that are indicated as purchased in Item 13. of the Declarations page.

In consideration of the payment of the premium and reliance upon the statements in the **Application**, which is deemed a part of this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to the Limit of Liability, Deductible, Exclusions, conditions and other terms of this Insurance, the Underwriters agree with the **Named Insured** as follows:

**I. INSURING CLAUSE**

**THE FOLLOWING COVERAGES ARE IN EFFECT ONLY IF SCHEDULED IN  
THE DECLARATIONS.**

**A. Covered Location Pollution Liability Coverage - New Pollution  
Conditions**

To pay on behalf of the **Insured**:

1. **Cleanup Costs, Damages and Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the period, if applicable, set forth in Clause X.; and/or

2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the period, if applicable, set forth in Clause X.;

provided that, such **Pollution Condition**:

- a. first commenced on or after the Inception Date stated in Item 2. of the Declarations and before the end of the **Policy Period**; and
- b. is on, at, under or migrates from a **Covered Location**.

**B. Covered Location Pollution Liability Coverage - Existing Pollution Conditions**

To pay on behalf of the **Insured**:

1. **Cleanup Costs, Damages and Claims Expenses**, in excess of the Deductible which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the period, if applicable, set forth in Clause X; and/or
2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the period, if applicable, set forth in Clause X.;

provided that, such **Pollution Condition**:

- a. first commenced on or after the Retroactive Date, if any, set forth in Item 6.(a) of the Declarations and before the Inception Date stated in Item 2. of the Declarations; and
- b. is on, at, under or migrated from a **Covered Location**.

C. **Transportation Pollution Liability Coverage**

To pay on behalf of the **Insured**:

**Cleanup Costs, Damages and Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**, or within the period, if applicable, set forth in Clause X., wholly occurring during and resulting solely from **Transportation**; provided that such **Pollution Condition** first commenced on or after the Retroactive Date set forth in Item 6.(b) of the Declarations and before the end of the **Policy Period**.

This Insuring Clause shall not be utilized to evidence financial responsibility of any **Insured** under any federal, state, provincial or local law.

D. **Non-Owned Disposal Site Pollution Liability Coverage**

To pay on behalf of the **Insured**:

**Cleanup Costs, Damages and Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**, or within the period, if applicable, set forth in Clause X., provided that such **Pollution Condition**:

1. first commenced on or after the Inception Date stated in Item 2. of the Declarations and before the end of the **Policy Period**; and
2. is on, at, under or migrates from a **Non-Owned Disposal Site**.

## II. SUPPLEMENTARY PAYMENTS

Supplementary Payments made under this Clause are not subject to the Deductible and are payable by the Underwriters in addition to the Limits of Liability as set forth in Clause VII.

### A. Defendants Reimbursement

Upon the Underwriters' request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. The Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses, due to such attendance, up to \$500 for each day, beginning on the day after the third day of attendance, in the aggregate for all **Insureds** subject to a maximum amount of \$10,000 for each **Claim**.

### B. Reputation Management Reimbursement

The Underwriters shall reimburse the **Named Insured** fifty percent (50%) of the first \$100,000 in the aggregate for the **Policy Period** incurred by the **Named Insured** for **Reputational Management Expenses**

## III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. "**Application**" means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other policy issued by the Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.
- B. "**Bodily Injury**" means physical injury, sickness or disease, including death resulting therefrom, and any accompanying mental anguish, emotional distress or shock sustained by any person.
- C. "**Cargo**" means an **Insured's** waste, materials, goods or products transported by automobile, aircraft, watercraft or other conveyance for delivery by a carrier properly licensed to transport such waste, materials, goods or products

D. **"Claim"** means:

1. a written demand received by an **Insured** for money or services or alleging liability or responsibility, including, but not limited to, the service of suit or institution of arbitration proceedings; or
2. a court or government agency order or government or regulatory action filed against the **Insured**.

E. **"Claims Expenses"** means:

1. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters, such consent not to be unreasonably withheld or delayed;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** arising in connection therewith, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed; and
3. premiums for appeal bonds for judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Insured** for a **Pollution Condition** to which this Insurance applies, provided, however, that the Underwriters shall have no obligation to appeal the underlying judgment or to obtain such bonds.

Except as set forth in Clause II.A., **Claims Expenses** do not include any goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of a **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**.

F. **"Cleanup Costs"** means:

1. reasonable and necessary costs, charges and expenses incurred (if by an **Insured**, then only with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed) in the investigation, assessment, removal, disposal, abatement, containment, treatment, remediation (including the associated testing and monitoring) or neutralization of a **Pollution Condition**, to the extent required by **Environmental Laws**, required by a **Licensed Site Professional** or required to satisfy the **Insured's** obligations under a federal or state voluntary cleanup program;

2. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters, such consent not to be unreasonably withheld or delayed, incurred in connection with any such **Cleanup Costs**;
  3. reasonable and necessary **Restoration Costs**; and/or
  4. reasonable and necessary expenses incurred to respond to an imminent and substantial endangerment to the public health or welfare or to the environment because of a **Pollution Condition**; provided that, as a condition precedent to coverage, the **Named Insured** shall forward written notice to the Underwriters of any action taken and expense incurred pursuant to this section as soon as practicable, but in no event later than seventy-two (72) hours after any such Cleanup Costs have been incurred or assumed..
- G. “**Covered Location**” means any location specified in Item 9. of the Declarations or in a Covered Location Endorsement attached to this Policy.
- H. “**Damages**” means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon, incurred for **Property Damage** and/or **Bodily Injury**, including any required medical monitoring when accompanied by such **Bodily Injury**.

The term **Damages** shall not include or mean:

1. criminal fines, taxes or loss of tax benefits, sanctions or criminal penalties assessed against the **Insured**;
2. civil fines and penalties assessed against the **Insured**, punitive damages, exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by the law under which this Policy is construed;
3. liquidated damages;
4. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**;
5. matters deemed uninsurable under the law pursuant to which this Policy is construed; or

6. goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of any **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**, without the prior written consent of the Underwriters and in accordance with Clause II. A.
- I. **"Engineering Controls"** means physical modifications to a **Covered Location** to reduce or eliminate the potential for exposure to **Pollution Conditions**.
- J. **"Environmental Laws"** means any federal, state, provincial or local laws, including but not limited to statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that are applicable to **Pollution Conditions** to which this Insurance applies.
- K. **"Insured"** shall mean:
  1. the **Named Insured**;
  2. a present or former director or officer, or, in the case of a limited liability company, a member or manager of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
  3. a present or former employee or **Temporary Employee** of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured's** business;
  4. a present or former principal if the **Named Insured** is a sole proprietorship or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
  5. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be entitled to coverage under this Insurance.
- L. **"Institutional Controls"** means legal and administrative restrictions on the use of or access to a **Covered Location** which are designed to reduce or eliminate the potential for exposure to **Pollution Conditions**.



- M. **“Licensed Site Professional”** means a licensed environmental scientist or engineer that is in good standing with, and acting under the authority of federal, state, provincial or local laws for the purpose of addressing **Pollution Conditions** at a **Covered Location**.
- N. **“Material Change In Use”** means any change in use or operations at a **Covered Location** from the use or operations identified by the **Insured**:
1. in the statements and information contained in the **Application** and other supplemental materials submitted to the Underwriters prior to the Inception Date stated in Item 2. of the Declarations, or
  2. prior to adding such location as a **Covered Location** specified in Item 9. of the Declarations
- that materially increases the likelihood or severity of a **Pollution Condition**, or results in the imposition of more stringent remediation standards than those applicable to the **Covered Location** as of the effective date of this Policy.
- O. **“Microbial Matter”** means fungi, mold or mildew.
- P. **“Named Insured”** means only the person or entity specified in Item 1. of the Declarations.
- Q. **“Natural Resource Damage”** means physical injury to, or destruction of, and the resulting loss of use and loss of value (and the cost for assessment and replacement as a result of such injury, destruction or loss required by law to restore the natural resources to their baseline conditions as they existed prior to the **Pollution Condition**) of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et. seq.), any state, local or provincial government, any foreign government, any Native American Tribe or if such resources are subject to a trust restriction on alienation, any member of a Native American Tribe.
- R. **“Non-Owned Disposal Site”** means any location used by the **Named Insured** for the treatment, storage or disposal of waste or materials generated at a **Covered Location**, provided that such location:
1. is not managed, operated, owned or leased by any **Insured** or an affiliate of any **Insured**; and

2. is properly permitted and/or licensed by the applicable federal, state, local or provincial authorities to accept such waste or materials as of the date the waste or materials are treated, stored or disposed of at such location; and
  3. is within the United States, its territories or possessions, or in Canada; and
  4. is not listed on a proposed or final Federal National Priorities List and/or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at such location; and
  5. is not owned or operated by a bankrupt or financially insolvent entity as of the date the waste or materials are treated, stored or disposed of at such location.
- S. **"Policy Period"** means the period of time between the Inception Date stated in Item 2. of the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Extended Reporting Period** or any prior policy period or renewal period.
- T. **"Pollution Condition"** means the actual or alleged discharge, dispersal, release, escape, migration, seepage or illicit abandonment of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, chemicals, toxic or hazardous substances, waste materials, including medical infectious and pathological waste, low-level radioactive waste and material into or upon land or structures thereupon, the atmosphere or any watercourse, body of water or groundwater, which results in **Bodily Injury, Property Damage or Cleanup Costs** to which this Insurance applies. **Pollution Condition** includes the presence of legionella pneumophila and **Microbial Matter** on, at or within any structures at the **Covered Location**. **Pollution Condition** does not include any exposure to infected humans or animals, or contact with bodily fluids or infected humans or animals.

For the purpose of this Policy, the same, continuing or series of related or repeated **Pollution Conditions** shall be considered a single **Pollution Condition**, irrespective of the number of claimants or **Insureds** involved in the **Claim**.

U. **"Property Damage"** means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof;
2. loss of use of tangible property that has not been physically injured or destroyed;
3. diminished value of property owned by third parties, but only where there is physical injury to or destruction of such tangible property; or
4. **Natural Resource Damage.**

**Property Damage** does not include **Cleanup Costs**.

V. **"Reputational Management Expense"** means reasonable fees, costs, and expenses incurred by the **Named Insured** which are directly related to mitigating harm to the **Named Insured's** reputation resulting from a **Pollution Condition** covered under this Policy.

W. **"Responsible Insured"** means:

1. any director, officer, principal, partner, or, in the case of a limited liability company, member or manager of the **Named Insured**;
2. any manager or supervisor of the **Named Insured** responsible for environmental health and safety affairs, control or compliance;
3. any insurance manager or any member of the risk management or legal department of the **Named Insured**; or
4. any manager of a **Covered Location**.

X. **"Restoration Costs"** means expenses required to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during the course of responding to a **Pollution Condition** to which this Insurance applies. These costs will not exceed the actual cash value of such real or personal property immediately prior to such damage, or include costs associated with improvements or betterments. Actual cash value shall mean the cost to replace such real or personal property, immediately prior to such damage, minus the accumulated depreciation of the real or personal property.

Y. **"Temporary Employee"** means a natural person furnished or leased to the **Named Insured** to meet short term or project specific workloads and for whom the **Named Insured** has the right to direct and control the means of performance.

- Z. **“Transportation”** means the movement of **Cargo** to or from a **Covered Location** and includes the carrier’s loading and unloading of **Cargo** onto or from an automobile, aircraft, watercraft or other conveyance provided that the loading and unloading is performed by or on behalf of the **Insured**.
- AA. **“Underground Storage Tank”** means any stationary container or vessel, including the associated piping connected thereto, which is:
1. ten percent (10%) or more beneath the surface of the ground;
  2. constructed primarily of non-earthen materials; and
  3. designated to contain any substance.

#### IV. DEFENSE, SETTLEMENT AND INVESTIGATION

- A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Cleanup Costs** and/or **Damages** to which this Insurance applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
- B. The Limit of Liability available to pay **Damages** and **Cleanup Costs** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Cleanup Costs**, **Damages** and **Claims Expenses** shall be applied against the Deductible.
- C. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.
- D. If the **Insured** shall refuse to consent to any settlement or compromise of a **Claim** recommended by the Underwriters and acceptable to the claimant, the Underwriters’ liability for any **Damages** and **Claims Expenses** associated with such **Claim** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.
- E. It is further provided that the Underwriters shall not be obligated to pay any **Cleanup Costs**, **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Cleanup Costs**, **Damages** and/or **Claims Expenses**.

## V. TERRITORY

Subject to Clause III.R., this Policy applies to **Claims** made and **Pollution Conditions** arising anywhere in the world where permitted by applicable law.

## VI. EXCLUSIONS

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** incurred in connection with or resulting from any **Claim**, or to any **Cleanup Costs**:

### A. Intentional Acts

arising out of or resulting from any actual or alleged **Pollution Condition** that results from a **Responsible Insured's** intentional disregard of, or willful, deliberate, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, order or instruction by or on behalf of any governmental agency or representative.

### B. Prior Knowledge

arising out of or resulting from any actual or alleged **Pollution Condition** existing prior to the Inception Date stated in Item 2. of the Declarations and known by a **Responsible Insured**, except to the extent specifically disclosed in the **Application** for this Policy and not otherwise excluded by this Policy or an endorsement attached to this Policy. Any **Pollution Condition** disclosed and not otherwise excluded under this Policy or by endorsement shall be deemed to have been first discovered as of the date the **Covered Location** was added to this Policy.

### C. Insured versus Insured

made by or on behalf of any **Insured** against any other person or entity who is also an **Insured**. This exclusion does not apply to:

1. **Claims** involving a **Named Insured** and any other person or entity who is also an **Insured**, in which the underlying action is initiated by a third party who is not an **Insured**, such as an action for contribution or cross claim; or
2. **Claims** that arise out of an indemnification given by one **Insured** to another **Insured** as specified in a contract that was submitted and approved by the Underwriters and attached to this Policy by endorsement, to the extent not otherwise excluded by this Policy.

D. **Assumption of Contractual Liability of Others**

arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except to the extent:

1. the **Insured** would have been liable in the absence of such contract or agreement; or
2. provided under contracts approved by the Underwriters and identified on a Schedule of Insured Contracts Endorsement attached to this Policy.

E. **Asbestos / Lead-Based Paint**

arising out of or resulting from asbestos or lead-based paint, or asbestos containing materials or lead-based paint in whatever form or quantity; provided, that this exclusion shall not apply to:

1. Insuring Clause I.A. or I.B. of this Policy to the extent of asbestos or lead-based paint, or any materials containing asbestos or lead-based paint, in soil or in any watercourse or body of water or in groundwater; or
2. Insuring Clause I.C. or I.D. of this Policy.

F. **Employers Liability and Workers Compensation**

for, arising out of or resulting from:

1. **Bodily Injury** to any employee of the **Named Insured** arising out of and in the course of:
  - a. employment by the **Named Insured**; or
  - b. performing duties related to the conduct of the **Named Insured's** business; or
2. **Bodily Injury** to any spouse (or person living together as spouse), child, parent, brother, sister or dependent of the employee as a consequence of 1. above; or

3. the **Named Insured's** employment obligations, decisions, practices or policies as an employer; or
4. any obligation for which the **Insured** or any carrier as insurer may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

G. **Products Liability**

arising out of or resulting from any goods or products designed, manufactured, sold, handled, distributed, installed, altered or repaired by the **Insured**, or by others trading under the **Insured's** name, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, but only to the extent the **Pollution Condition** took place away from a **Covered Location** and after physical possession of such goods or products has been relinquished by the **Insured** to others. This exclusion shall not apply to Insuring Clause I.C. of this Policy.

H. **Property Damage to Named Insured's Property**

for, arising out of or resulting from, any **Property Damage** to any property owned, leased or operated by, or in the care, custody or control of the **Named Insured**, even if such **Property Damage** is incurred to avoid or mitigate **Damages** or **Cleanup Costs** to which this Insurance applies.

I. **Naturally Occurring Materials**

arising out of or resulting from naturally occurring materials; however, this exclusion does not apply where naturally occurring materials are present at a **Covered Location** only because of human activities or processes, or where any response, removal, abatement or remediation of naturally occurring materials is required by order of a court or government agency.

J. **New Pollution Conditions at Divested Property**

arising out of or resulting from a **Pollution Condition** on, at, under or migrating from a **Covered Location**, where such **Pollution Condition** first commences after such **Covered Location** is sold, given away or abandoned by the **Insured** or condemned.

K. **Aircraft, Auto or Watercraft**

arising out of or resulting from the ownership, operation, maintenance, use, loading and unloading, or entrustment to others of any aircraft, automobile or watercraft beyond the boundaries of a **Covered Location**.

This exclusion shall not apply to Insuring Clause I.C. of this Policy.

L. **Material Change in Use of a Covered Location**

under Insuring Clause I.A. and I.B., arising out of a **Material Change In Use**.

M. **Failure to Maintain Institutional Controls or Engineering Controls**

arising out of or resulting from:

1. the failure to monitor, maintain or enforce the **Institutional Controls** or **Engineering Controls** for a **Covered Location**; or
2. the ongoing and necessary costs associated with monitoring, maintaining or enforcing the existing **Institutional Controls** or **Engineering Controls** in place on or before the Inception Date stated in Item 2. of the Declarations.

N. **Underground Storage Tank**

arising out of or resulting from the existence of any **Underground Storage Tank**. This exclusion shall not apply to:

1. an **Underground Storage Tank** at a **Covered Location** that is closed, abandoned in place or removed prior to the Inception Date stated in Item 2. of the Declarations, in accordance with all applicable federal, state, local or provincial regulations in effect at the time of closure, abandonment or removal;
2. an **Underground Storage Tank** that is identified as a **Covered Location** as specified in Item 9. of the Declarations;
3. an **Underground Storage Tank** at a **Covered Location**, the existence of which is not known to any **Responsible Insured** as of the Inception Date stated in Item 2. of the Declarations;
4. a flow-through process tank, including oil/water separators at a **Covered Location**; or
5. a storage tank situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) at a **Covered Location** if the storage tank is situated upon or above the surface of the floor.



## VII. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 3.(a) of the Declarations for Each **Pollution Condition** is the limit of the Underwriters' liability for all **Cleanup Costs, Damages and Claims Expenses** arising out of each **Pollution Condition**.
- B. The Aggregate for the **Policy Period** stated in Item 3.(b) of the Declarations is the Underwriters combined total Limit of Liability for all **Cleanup Costs, Damages and Claims Expenses** arising out of all **Pollution Conditions**, which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- C. The Limit of Liability for the **Extended Reporting Period** shall be part of and not be in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

## VIII. DEDUCTIBLE

- A. The Deductible stated in Item 4. of the Declarations applies separately to each **Pollution Condition**. One Deductible shall apply to all **Cleanup Costs, Damages and Claim Expenses** arising from the same, continuous, repeated or related **Pollution Conditions**. The Deductible shall be satisfied by monetary payments by the **Named Insured** of **Cleanup Costs, Damages and Claims Expenses** resulting from **Claims** first made against the **Insured** and **Pollution Conditions** first discovered by the **Insured** during the **Policy Period** and reported to the Underwriters pursuant to the terms of this Policy. The full payment of the Deductible amount is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of the Deductible subject to the Underwriters total liability not exceeding the Limits of Liability stated in Items 3.(a) and 3.(b) of the Declarations. The **Named Insured** shall make direct payments within the Deductible to appropriate other parties designated by the Underwriters. The Deductible amount does not reduce the Limit of Liability.
- B. Any payments by the **Named Insured** in satisfaction of its deductible obligations under any other valid and collectible insurance shall not satisfy the Deductible under this Policy. Nor shall payments, costs or charges incurred without the Underwriters' consent (not to be unreasonably withheld) satisfy the Deductible under this Policy.

## IX. NOTICE OF CLAIM AND DISCOVERY OF POLLUTION CONDITION

- A. With respect to Insuring Clause I.A.1., I.B.1., I.C. and I.D., if any **Claim** is made against an **Insured**, the **Insured** shall forward written notice as soon as practicable to the Underwriters but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under Section X. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include a copy of every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- B. With respect to Insuring Clause I.A.2. and I.B.2., the **Insured** shall forward written notice to the Underwriters as soon as practicable after a **Responsible Insured** becomes aware of any **Pollution Condition**, but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under section X. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations.

Notice shall include, at a minimum, information sufficient to identify the **Named Insured**, the **Covered Location** affected, the names of persons with knowledge of the **Pollution Condition**, and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Condition**, and any resulting injuries or damages and remedial steps proposed to be undertaken by the **Insured**.

- C. A **Claim** or **Pollution Condition** shall be considered to be reported to the Underwriters when written notice is first received by any of the recipients identified in Item 8.(a) of the Declarations.

## X. EXTENDED REPORTING PERIOD

- A. Automatic Extended Reporting Period
1. If this Policy is cancelled or non-renewed by the Underwriters or by the **Named Insured**, then the **Named Insured** shall have the right to an Automatic Extended Reporting Period, commencing on the last day of the **Policy Period**, with respect to:
    - a. any **Claim** first made against any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the ninety (90) day Automatic Extended Reporting Period, and otherwise covered under this Policy;

- b. any **Claim** first made against any **Insured** during the ninety (90) day Automatic Extended Reporting Period, resulting from a **Pollution Condition** first discovered and reported in writing to the Underwriters during the **Policy Period**, and otherwise covered under this Policy;
- c. any **Pollution Condition** first discovered by any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the Automatic Extended Reporting Period, and otherwise covered under this Policy.

The above Automatic Extended Reporting Period shall not apply if the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

B. Optional Extended Reporting Period

- 1. If this Policy is cancelled or non-renewed by the Underwriters or by the **Named Insured**, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the total premium for this Policy, to an Optional Extended Reporting Period with respect to any **Claim** first made against any **Insured** and reported during the period of time set forth in Item 7.(b) of the Declarations following the end of the **Policy Period**, but only with respect to any **Pollution Condition** first discovered and reported in writing to the Underwriters during the **Policy Period**, which is otherwise covered by this Policy.
- 2. If the Optional Extended Reporting Period is purchased, the ninety (90) day Automatic Extended Reporting Period referred to in Clause X.A. above shall form part of, and not be in addition to the Optional Extended Reporting Period.
- 3. As a condition precedent to the right to purchase the Optional Extended Reporting Period, the total premium for this Policy must have been paid. The right to purchase such extension of coverage shall terminate unless written notice together with full payment of the premium for such extension of coverage is given to the Underwriters within sixty (60) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase such extension of coverage.
- 4. In the event of the purchase of the Optional Extended Reporting Period, the entire premium for the Optional Extension Period shall be deemed earned at its commencement.

5. The exercise of the Optional Extended Reporting Period shall not in any way increase the Limits of Liability set forth in Item 3. of the Declarations.
6. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause X.

## **XI. REPRESENTATIONS**

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

This entire Policy shall be void if, whether before or after a **Claim** or **Pollution Condition** is first reported to the Underwriters, any Insured has concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy.

## **XII. OTHER INSURANCE**

- A. Except as set forth in Clause XII.C. below, this Insurance is primary, and the Underwriters obligations are not affected unless any other insurance is also primary. In that case, the Underwriters will share with all such other insurance by the method described in Clause XII.C. below.
- B. When this Insurance is excess, the Underwriters will pay only its share of the amount of **Cleanup Costs, Damages** or **Claims Expenses**, if any, that exceeds the total amount of such other insurance.
- C. When both this Insurance and other insurance apply to **Cleanup Costs, Damages** or **Claims Expenses** on the same basis, whether primary or excess, the Underwriters shall not be liable under this Policy for a greater proportion of **Cleanup Costs, Damages** or **Claims Expenses** than the amount resulting from the following contribution methods, whichever is lesser:
  1. contribution by equal shares where each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Cleanup Costs, Damages** or **Claims Expenses** remains, whichever occurs first; or
  2. contribution by limits where each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Where other insurance may be available for **Cleanup Costs, Damages or Claims Expenses** covered under this Insurance as noted above, the **Insured** shall promptly, upon request, provide the Underwriters with copies of all such policies.

### **XIII. ASSIGNMENT**

The interest hereunder of any **Insured** is not assignable except with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed. If an **Insured** shall die or be adjudged incompetent, such insurance shall cover that **Insured's** legal representative to the extent that the **Insured** would be covered by this Policy.

### **XIV. CANCELLATION**

This Insurance may be cancelled by the **Named Insured** by surrender of this Policy to the Underwriters or by mailing to the Underwriters written notice stating when thereafter cancellation shall be effective.

This Insurance may be cancelled by the Underwriters, by mailing the **Named Insured** at the address set forth in Item 1. of the Declarations, a notice stating when thereafter such cancellation shall be effective. The Underwriters may only cancel this Insurance for the following reasons:

1. material misrepresentation or fraud on the part of the **Named Insured** in the **Application**;
2. any **Insured's** material failure to comply with the terms, conditions or contractual obligations under this Policy, including the failure to pay any premium or Deductible when due; or
3. a **Material Change In Use**.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Underwriters shall be the equivalent of mailing. Notice of pending cancellation will be provided not less than: (a) ninety (90) days prior to the effective date of cancellation for any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the Deductible when due or where there is a material change in the use of, or operations at, a **Covered Location**; (b) thirty (30) days prior to the effective date of cancellation for material misrepresentation or fraud; or (c) ten (10) days prior to the effective date of cancellation for non-payment of premium.

If the Underwriters cancel, subject to any minimum earned premium that may apply, the return premium will be calculated on a pro rata basis. If the **Named Insured** cancels, subject to any minimum earned premium that may apply, the return premium will be calculated in accordance with the customary short rate table and procedure.

#### **XV. ASSISTANCE AND COOPERATION OF THE INSURED**

The **Insured** shall cooperate with the Underwriters and offer all reasonable assistance in the investigation and defense of **Claims**, including investigations regarding the **Application** for and coverage under this Policy, and the inspection, cleanup and mitigation of **Pollution Conditions**.

The **Insured** shall execute or cause to be executed all papers and render all assistance as is reasonably requested by the Underwriters and related to the defense of **Claims** and the cleanup of **Pollution Conditions**. The Underwriters may require that the **Insured** submit to examination under oath, attend hearings, depositions and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in connection with the defense of **Claims** and cleanup of **Pollution Conditions**. In the course of investigation or defense of **Claims**, the Underwriters may require written statements or the **Insured's** attendance at meetings with the Underwriters.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Pollution Conditions** with respect to which coverage is afforded under this Policy.

Except as provided in Clause III.F.3, the **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense (including, but not limited to, any **Claims Expenses** or **Cleanup Costs**), enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, such consent not to be unreasonably withheld or delayed. Except as provided for in Clause II.A., expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under this Policy.

## **XVI. ACTION AGAINST THE UNDERWRITERS**

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

## **XVII. SUBROGATION**

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore 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 **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Cleanup Costs, Damages** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

## **XVIII. ENTIRE AGREEMENT**

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

## **XIX. VALUATION AND CURRENCY**

All premiums, limits, deductibles, **Cleanup Costs, Damages, Claims Expenses**, and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated, or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Cleanup Costs** or **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date on which a relevant final judgment becomes incapable of appeal or payment of the settlement or other element of **Damages** is due or the date such **Cleanup Costs** or **Claims Expenses** are paid.

## **XX. BANKRUPTCY**

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of its obligations nor deprive the Underwriters of its rights or defenses under this Policy.

## **XXI. AUTHORIZATION**

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

## **XXII. RIGHT OF ACCESS AND INSPECTION**

The **Named Insured** agrees to provide the Underwriters with access to any information developed or discovered by an **Insured** concerning a **Claim** or **Pollution Condition** to which this Insurance applies, whether or not deemed by an **Insured** to be relevant and to provide the Underwriters with access to interview any **Insured** and review any documents of an **Insured**. Further, to the extent that an **Insured** has such rights, any of the Underwriters representatives shall have the right and opportunity but not the obligation to inspect at any reasonable time, during the **Policy Period** or thereafter, a **Covered Location** associated with a **Claim** or **Pollution Condition** reported to the Underwriters. Neither the Underwriters nor its representatives shall assume any responsibility or duty to the **Insured** or to any other person or entity, by reason of such right of inspection. Neither the Underwriters right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that the property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Underwriters representatives during any inspection.

## **XXIII. HEADINGS**

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.



#### **XXIV. SERVICE OF SUIT**

It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due under this Insurance, the Underwriters, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Underwriters representative, designated in Item 11. of the Declarations, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Underwriters representative designated in Item 11. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon Underwriters behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the Underwriters representative, designated in Item 11. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **XXV. CHOICE OF LAW**

Any disputes involving this Policy shall be resolved applying the law designated in Item 12. of the Declarations.

#### **XXVI. SOLE AGENT**

The **Named Insured** indicated in Item 1. of the Declarations shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment of Deductible amounts, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal and the exercise of the rights stated in Clause X.

## **XXVII. SANCTION LIMITATIONS**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

## **XXVIII. SEVERABILITY OF INTEREST**

Except with respect to the Limit of Liability, Clause XI. and any rights and duties assigned in this Policy to the **Named Insured**, this Insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.



**BEAZLEY ECLIPSE  
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)  
NEW BUSINESS APPLICATION**

Beazley USA, Inc.  
30 Batterson Park Road  
Farmington, CT 06032-2579

THIS APPLICATION IS FOR A POLICY PROVIDING COVERAGE ON A DISCOVERY AND/OR CLAIMS-MADE AND REPORTED BASIS DEPENDING UPON COVERAGE AS PROVIDED IN THE DECLARTIONS. PAYMENT OF COSTS FOR DEFENSE ERODES THE LIMITS OF LIABILITY.

**SUBMISSION REQUIREMENTS (PROVIDE THE FOLLOWING):**

- ☒ If Attached:
- ☒ Past two years financials including balance sheet and income statement
- ☒ Brochures and/or website address *uoregon.edu*
- ☒ Five years of currently valued loss information and reports of any discharges, releases or spills that could reasonably be expected to result in claims for Damages, Claims Expenses and/or Cleanup Costs *(NO CLAIMS)*
- ☐ Most recent storage tank and line tightness/integrity testing results
- ☒ Copies of licenses and/or permits for regulated onsite operations
- ☒ SPCC Plans and/or Emergency Response Plans
- ☐ Copies of environmental assessment reports (e.g., Phase I/II ESAs, etc.)

**APPLICANT INSTRUCTIONS**

1. Use the "Tab" and/or "Arrow" key(s) and/or Highlight to progress through the data entry fields.
2. Answer all the questions; leave no blank spaces. Sections I - VI must be completed in their entirety and the application must be signed and dated. If you have up-to-date engineering reports (e.g., Phase I/II ESA reports, etc.), Section V does not need to be completed with the exception of listing provided reports, etc.
3. If any questions do not apply or the answer is "no," indicate such.
4. If multiple locations, answer the questions that pertain to any of the properties and attach a property schedule that lists location(s), description, use, age, acreage, # of buildings and SF under roof, etc.
5. Attach the following information if available:
  - a. Copies of environmental assessment reports and regulatory correspondence
  - b. Emergency response or spill contingency plans (if any)
  - c. Past two years audited financial statements
6. Multiple Covered Location(s) submission:
  - a. All information required for single covered location submission
  - b. Details of any due diligence process in use, to include a copy of any written procedures and/or policies
7. Additional Insureds:
  - a. Name and address
  - b. Relationship to Named Insured
8. If Business Interruption Coverage is desired, attach Business Interruption worksheet for each location(s).
9. For mold, attach Water Intrusion, Mold Prevention and Emergency Response Plan.

**NOTICE TO NEW YORK APPLICANTS:** The Policy, for which this Application is made, is a claims made policy. Upon termination of coverage for any reason, a 90-day automatic extension period will apply. For an additional premium, a three year optional extension period can be purchased as indicated in the Declarations, except as otherwise provided herein, this Policy only applies to claims first made or incidents reported during the Policy Period, the automatic extension period or, if applicable, the optional extension period. No coverage exists for claims made after termination of coverage and the automatic extension period unless, and to the extent, the optional extension period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the optional extension period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by another insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The limit of liability available to pay damages or settlements shall be reduced and may be exhausted by claims expenses and claims expenses shall be applied to the deductible. The Insurer is not obligated to pay any damages and claims expenses after the limit of liability has been exhausted by payment of damages and claims expenses. Read this Policy carefully.

**NOTICE TO MINNESOTA APPLICANTS:** The Policy for which this Application is made is a claims made and reported policy subject to its terms. This Policy applies only to any claim first made against the Insureds during the Policy Period or optional extension period (if applicable) and report to the Insurer or the Insurer's agent or broker either during the Policy Period, within ninety (90) days after the expiration of the Policy Period, or during the optional extension period (if applicable). This means that only claims actually made during the Policy Period are covered unless coverage for an optional extension period is purchased. If an optional extension period is not made available to you, you risk having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available to you, you may still be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for any acts, errors or omissions of the Insured, as specified in the applicable insuring clauses, committed on or after the Retroactive Date set forth in Item 6. of the Declarations. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as claims expenses shall reduce and may exhaust the limit of liability and are subject to the deductible. Read this Policy carefully.

Fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. The terms 'you' and 'your' mean(s) **Named Insured** and "Applicant." If you do not have a copy of the Policy, request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**READ APPLICATION CAREFULLY AND FILL IT OUT COMPLETELY**

**SECTION I – GENERAL INFORMATION**

1. Applicant Name (**Named Insured**):

Mailing Address:

Street Address:

Contact:

Title:

Telephone:

Fax:

Email:

Website:

Federal Employer Identification Number:

EPA Identification Number (if Applicable):

Tax Exempt: ☐ Yes ☐ No

*If yes provide evidence of tax exempt status.*

2. Firm is:

☐ Partnership ☐ Corporation ☐ JV ☐ Public ☐ Private ☐ LLC ☐ REIT ☐ REMIC ☐ Other

3. Revenues: Estimated (Ensuing Year) 20 \$

(Previous Year) 20 \$

*Attach the Company's most recent annual report and marketing brochure and past two years audited financial statements.*

4. Is the **Named Insured** a successor to a bankrupt entity? ☐ No ☐ Yes – If Yes, provide details along with name of predecessor entity:

**SECTION II – COVERAGE SPECIFICATIONS**

1. Limit of Liability (Each **Pollution Condition**)

☐ \$1,000,000 ☐ \$2,000,000 ☐ \$3,000,000 ☐ \$5,000,000 ☐ \$10,000,000 ☐ Other: \$

2. Limit of Liability (Aggregate for the Policy Period)

☐ \$1,000,000 ☐ \$2,000,000 ☐ \$3,000,000 ☐ \$5,000,000 ☐ \$10,000,000 ☐ Other: \$

3. Deductible (Each **Pollution Condition**)

☐ \$5,000 ☐ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000 ☐ Other: \$

4. **Covered Location(s)** Description:

Covered Location(s)	Interest	Occupied by Named Insured
<b>Name:</b>	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		
Current Use:		
Prior Use:		
Retroactive Date:		
<b>Name:</b>	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		
Current Use:		
Prior Use:		
Retroactive Date:		
<b>Name:</b>	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		
Current Use:		
Prior Use:		
Retroactive Date:		
<b>Name:</b>	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		
Current Use:		
Prior Use:		
Retroactive Date:		

5. Proposed Effective Date:

6. Policy Term:

☐ One Year ☐ Three Years ☐ Five Years ☐ Ten Years ☐ Other \_ Years

7. Why is coverage being requested (e.g., operational exposure, transaction, financing, etc.)?

**SECTION III – INFORCE POLLUTION COVERAGE**

**List current pollution coverage provided under other policies. Whether full pollution coverage or sudden/accidental named peril coverage, provide a copy of the policy and/or endorsements.**

Current Carrier	Term (yrs)	Limits	Deductible	Premium
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Has any Insurance Company denied, cancelled or non-renewed pollution liability coverage?

☐ No ☐ Yes – Provide Details:

## SECTION IV – RECORD, COMPLIANCE HISTORY AND FUTURE SITE PLANS

### 1. Record:

- a. Have you ever been investigated, cited and/or prosecuted for contravention or violation of any standard or law relating to any release of pollutants?  
☒ No ☐ Yes – Provide Details:
- b. Have you ever had any pollution-related complaints and/or claims including, but not limited to, complaints/claims by private persons, entities, government agencies or other 3<sup>rd</sup> parties?  
☒ No ☐ Yes – Provide Details:
- c. Are you aware of any past or present contamination on, at, under or emanating from the location(s), or any circumstances, which may reasonably be expected to give rise to a claim or generate a request for coverage under this policy?  
☒ No ☐ Yes – Provide Details:
- d. Are you aware of any Natural Resource Damage or any threat to sensitive habitat or Endangered Species? ☒ No ☐ Yes – Provide Details:

### 2. Compliance History:

- a. Have you received any notices of violation, fines, penalties, complaints or other enforcement actions regarding compliance with environmental laws within the past 5 years?  
☐ No ☒ Yes – Provide Details: *Notice of Violation from POTW for zinc concentration at College of Design (S21), and low pH at Lokey Science Complex (S25).*
- b. Are there any statutes, standards, or other city, state and/or federal regulations relating to the protection of the environment with which you cannot at present comply?  
☒ No ☐ Yes – Provide Details:
- c. Have there been any past, present or planned remediation, monitoring, or sampling to investigate potential contamination?  
☐ No ☒ Yes – Provide Details: *Environmental studies are conducted when purchasing new property, and when constructing new buildings.*
- d. Have any prior environmental studies, reports, or audits been prepared for the location(s) listed herein? ☐ No ☒ Yes – If yes, attach copies and explain why the work was performed.

### 3. Current and Future Site Plans:

- a. Are there any current or future plans to sell or sublease the location(s) listed herein?  
☒ No ☐ Yes – Provide Details:
- b. Is there a Purchase and Sale Agreement and/or Environmental Indemnification Agreement, either draft or final, being utilized in any pending transactions? ☒ No ☐ Yes – Provide Details and copies of Agreements:
- c. Are there any known plans for the current or future development, improvement, betterment, demolition or plans for changes in operations at the location(s) listed herein?  
☐ No ☒ Yes – Provide Details: *demolition of grandstands at Hayward Field*

## SECTION V – DETAILED LOCATION(S) AND PROCEDURES INFORMATION

**Attach any environmental audits or studies that have been conducted for each location listed herein. In the table provided below, identify and list the documents in the following format: Author/Preparer; Preparing Company; Document Title; Date and note whether or not the document has been provided in its entirety (i.e., Tables, Appendices, Maps, Attachments, etc.).**



Author/Preparer	Preparing Entity/Company	Document Title	Date	Complete or Partial Document Provided
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial

## 1. Location(s) Description:

- Total acreage:
- Square footage under roof:
- What structures are currently on this location(s) (i.e., type, age, construction)?

Type	Age	Construction

- List the current occupants and operations at this location(s):

Occupant	Operations	Length of Time at Location

- How long have these operations been ongoing?
- Have there been any changes in operations within the past three (3) years?  
☐ No ☐ Yes – Provide Details:
- Are there any planned changes in operations within the next three (3) years?  
☐ No ☐ Yes – Provide Details:
- How long has the location(s) been in the Applicant's control?
- What types of operations have been performed at the location(s) in the past, if different than those described above, by either the Applicant or others?
- How long have those other operations been performed?

## 2. Location(s) Setting (Attach Plot Plan):

- Provide a description of adjacent land use:

North:

South:

East:

West:

- Are there any onsite or nearby surface water bodies (e.g., streams, lakes, wetlands, etc.)?  
☐ No ☒ Yes – Provide Details: *Eugene Millrace*
- Are there any onsite or protected/sensitive environments in the area (e.g., parks, wildlife reserves, etc.)?  
☐ No ☐ Yes – Provide Details:
- Are there any onsite or surface or groundwater uses in the area (e.g., drinking water wells, etc.)?



- ☐ No ☐ Yes – Provide Details:
- e. Is public water and sewer used onsite?  
☐ No ☒ Yes – If "No," identify and describe current, in-place systems:
- f. Has a private well or septic system ever been used onsite?  
☒ No ☐ Yes – Provide Details:
- g. Is the location(s) located within a 100-year flood plain? ☐ No ☒ Yes – If Yes, do you carry flood insurance coverage? ☒ Yes ☐ No
- h. Is the location(s) situated in an earthquake Zone 1, 2 or 3 as defined by ISO or an otherwise seismically active area? ☐ No ☒ Yes – If Yes, have you obtained earthquake coverage for the site(s) in question? ☐ Yes ☒ No
- i. If the location(s) is located in an Earthquake Zone 1, 2 or 3 as defined by ISO or otherwise seismically active area, describe any special precautions or emergency response procedures used to protect onsite equipment, tankage, secondary containment, chemical/waste storage areas, etc.: *Refer to National Hazard Mitigation plan*

### 3. Onsite Materials:

- a. Do you have any raw materials or process materials used at the location(s) (e.g., plating agents, degreasers, cleaning solvents, raw chemicals, etc.)? ☐ No ☒ Yes – If yes, complete the table below or attach spreadsheet documenting the equivalent:

Description of Material(s)	Tons/Volume per Year	Tons/Volume at Any One Time	Method of Storage	Secondary Containment
See State Fire Marshal Report				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

- b. Do all storage practices for raw materials, products and wastes meet all applicable local, state and/or federal requirements? ☒ Yes ☐ No – If no, provide explanation:
- c. Have you ever been cited for improper handling and/or storage of raw materials, products or waste? ☒ No ☐ Yes – Provide Details:
- d. Are there any materials or products which you have ceased to handle within the past 5 years?  
☒ No ☐ Yes – Provide Details:

### 4. Tank Storage:

- a. Does this location(s) have any aboveground or underground storage tanks? ☐ No ☒ Yes – If yes, complete the following table:

AST or UST	Capacity	Contents	Age (yrs)	Construction	Base	Type of Secondary Containment	Volume of Secondary Containment	Tightness Test Anniversary
UST	30000 G	#2 fuel oil		Fiberglass		Double wall		
UST	30000 G	#2 fuel oil		Fiberglass		Double wall		
UST	30000 G	#2 fuel oil		Fiberglass		Double wall		
UST	6000 G	Unleaded		Fiberglass		Double wall		
UST	2500 G	Diesel		Fiberglass		Double wall		

AST or UST	Capacity	Contents	Age (yrs)	Construction	Base	Type of Secondary Containment	Volume of Secondary Containment	Tightness Test Anniversary
AST	300 G	Unleaded				CMU retaining		

Anttan AST 300" diesel

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- b. Describe any tank inventory control and/or testing methods used and attach latest tank test results:
- c. Are all underground storage tanks in compliance with the 1998 US EPA Standards and current state regulations for construction, leak detection, overflow protection and corrosion protection?  
☒ Yes ☐ No – If No, identify tanks that are not in compliance:
- d. Are you aware of any tanks previously existing at the location(s), which have been removed or closed in place? ☒ No ☐ Yes – If yes, were the tanks closed in accordance with applicable local, state and federal regulations? ☐ Yes ☐ No
- e. Have there ever been any reportable spills or releases of hazardous wastes, regulated substances or any other pollutants, as defined by applicable environmental regulations or statutes, from any of the storage tanks identified in 4.a., above, or from any other previously existing storage tanks? ☐ Yes ☒ No - Provide Details:
- f. Are there any plans to upgrade, investigate, close, abandon and/or remove any storage tanks within the next three (3) years? ☐ Yes ☒ No - Provide Details:

#### 5. Location(s) Waste Generation, Air Emissions and Wastewater Discharges:

- a. Does the location generate, handle, store or dispose of any hazardous waste or materials?  
☐ No ☒ Yes – If yes, complete the chart below:

Contents	Amount per Year	Amount at Any One Time	Container Type	Secondary Containment	Disposal Method or Site
See DEQ report					Clean Harbor and Ecolights

- b. Is the location(s) a permitted TSD Facility? ☒ No ☐ Yes

If yes, is the location(s) a permitted Landfill? ☐ No ☐ Yes

If yes complete the following:

- aa. Active ☐ or Inactive ☐
- bb. Types of waste (describe):
- cc. RCRA Subtitle C ☐ or D ☐
- dd. Acreage/cells open and closed (describe):
- ee. Leachate and landfill gas management (describe):
- ff. Life expectancy:
- c. Describe treatment, storage and/or handling processes/procedures for hazardous and non-hazardous wastes): See page 25, 90-day waste accumulation area, in Contingency Plan.
- d. Identify any past storage or disposal practices at the location(s):  
☐ Lagoons ☐ Landfills ☐ Land Farming ☐ Pits ☐ Ponds ☐ Other – Describe:
- e. Identify effluent discharge points for wastewater and stormwater and attach discharge monitoring reports:

Discharge ID	Location(s)	Discharge Point
See POTW Wastewater Permit		

f. Identify air emissions (e.g., gasses, vapors, dust, etc.):

Air Emissions	Volume/Year	Collection and Treatment
See ACDP, emissions limits & standards		

- g. Do you have any groundwater monitoring activities at the location(s)? ☒ No ☐ Yes – If Yes, attach monitoring results for the past year and a map showing well locations.
- h. Do you have Quality Control/Assurance Procedures for inspecting incoming materials and/or waste? ☒ No ☐ Yes – If Yes, attach a copy.
- i. Are there any former or current operations at the location(s) that are subject to closure/post-closure requirements as per CFR, Title 40, or other state law or regulations?  
☒ No ☐ Yes – If yes, provide copies of current Closure/Post-Closure Plans and evidence of financial responsibility.

## 6. Fire Detection/Suppression Systems and Procedures:

- a. Provide details of fire detection/suppression systems: *Smoke detection as required by code. Combination of wet, pre-action, and some clean agent suppression.*
- b. Are your employees trained in fire/spill response and use of PPE? ☐ No ☒ Yes
- c. Responding fire company: ☒ Paid ☐ Volunteer
- d. Does the responding fire company make regular planned visits to the location(s) and are they familiar with site emergency response procedures? ☐ No ☒ Yes
- e. Is there a plan with the fire department to control/contain run-off and fire suppression water?  
☒ No ☐ Yes – If yes, describe and attach plan:
- f. What is the distance to the nearest fire hydrant if no sprinkler system?
- g. Has the fire company been made aware of hazardous and incompatible materials used onsite?  
☐ No ☒ Yes

## 7. Visitor Controls/Safety:

- a. Is there a procedure in place for controlling visitors while onsite and ensuring their supervision?  
☒ No ☐ Yes – If Yes, describe:
- b. Are visitors informed or trained on exposures, safety evacuation routes and off-limit areas?  
☐ No ☒ Yes
- c. Are there any subcontractors routinely engaged for operations and maintenance at the location(s)? ☐ No ☒ Yes

## 8. Site Security:

- a. Provide a detailed description of location(s) security controls (e.g., ID checks, access controls, guards, perimeter fencing, security cameras, etc.):

## 9. Catastrophic Release/Risk Mitigation Plans:

- a. Has the location(s) developed a program to prevent catastrophic releases (e.g., risk management plan, BMPs, process safety management plan, etc.)? ☐ No ☒ Yes – Attach copies.
- b. Has the location(s) developed the following approved plans?  
PPC and/or SPCC Plan ☒ No ☒ Yes; Corporate Safety and Health Plan ☐ No ☐ Yes
- c. Does the location(s) have other emergency response plans or procedures in place?  
☐ No ☒ Yes – If yes, explain: *Emergency Operations Plan*
- d. Are employees trained on these emergency response plans? ☐ No ☒ Yes

## SECTION VI – CLAIM AND CIRCUMSTANCE INFORMATION (FOR THE PURPOSES OF QUESTIONS 1 – 5 BELOW, “APPLICANT” INCLUDES THE ENTITY TOGETHER WITH ANY DIRECTOR, OFFICER, PARTNER OR MANAGER THEREOF)

1. Is the “Applicant” aware of any reportable spills, releases or discharges of any hazardous or regulated substance(s) or pollutant(s) occurring during the past five (5) years on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?  
☒ No ☐ Yes – If yes, describe in detail:
2. Is the “Applicant” aware of any pollution or contamination on, at, under or emanating from, or adjacent to, any location(s) for which this **Application** for insurance is being made?  
☒ No ☐ Yes – If yes describe in detail:
3. During the past five (5) years, have there been any claims made against the “Applicant” as a result of the alleged or actual release of any hazardous or regulated substance(s) or pollutant(s) on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?  
☒ No ☐ Yes – If yes, describe in detail:
4. During the past five (5) years, has the “Applicant” been, or is currently being, prosecuted for any violation of any law or standard pertaining or relating to the threatened or actual release of any hazardous or regulated substance(s) or pollutant(s) into the environment, and/or on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?  
☒ No ☐ Yes – If yes, describe in detail:
5. Is the “Applicant” aware of any fact(s), circumstance(s), event(s) or situation(s), which could result in a claim(s) being made against it, or any other person or entity for whom coverage will be sought, arising from the threatened or actual release of any hazardous or regulated substance(s) or pollutant(s) into the environment, and/or on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?

☒ No ☐ Yes – If yes, describe in detail:

6. Is the "Applicant" aware of or in receipt of any prior, current or pending oral, written or electronic complaint, arbitration, cause of action, claim, decree, demand, judgment, legal proceeding or litigation, which could result in a claim(s) being made against it, or any other person or entity for whom coverage will be sought, arising out of or resulting from the threatened or actual release of any hazardous or regulated substance(s) or pollutant(s) into the environment, and/or on, at, under or emanating to or from any location(s) for which this Application for insurance is being made?

☐ No ☒ Yes – If yes, describe in detail: *Settlement agreement between Housing/tenant RE: management of hazardous building materials.*

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The signing of this **Application** does not bind the undersigned to complete the insurance. It is represented that the statements contained in this **Application** and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this **Application** as it deems necessary. Nothing contained herein or incorporated herein by reference shall constitute notice of a claim or potential claim so as to trigger coverage under any contract of insurance.

This **Application** and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. For North Carolina, Utah and Wisconsin and Applicants, such **Application** and materials are part of the policy, if issued, only if attached at issuance.

It is agreed in the event there is any material change in the answers to the questions contained in this **Application** prior to the effective date of the policy, the "Applicant" will immediately notify the Insurer in writing and any outstanding quotations may be modified or withdrawn at the Insurer's discretion.

#### FRAUD WARNINGS

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE UNDERWRITER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN



INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO LOUISIANA AND MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed:  Date: 5/1/2018

Print Name: Flo Haskinson/Risk Manager Title: \_\_\_\_\_  
(Owner, Partner, Authorized Officer)

Provide the Insurance Agent's name and license number as designated.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.