Bobby: 9/9/2026

RE: Marshall County
Storage Tank Liability
NAESIP - 10/25/26-27

	25-26:	26-27:
Limit of Insurance:		
Each Storage Tank Incident Limit:	$1,000,000	$1,000,000
Defense Expense Agg Limit:	350,000	350,000
Policy Aggregate Limit:	1,000,000	1,000,000
Premium:	$10,084.10	$10,008.73

Deductible – Per Claim:

$250,000

All tanks have $250,000 deductible. Per company guidelines, deductibles are based on age/construction type. Once a tank turns 31, the required deductible is $250,000.

Deductibles will remain the same until tanks are 39.
Company does not have a market for tanks 40+ years old.
They will keep the tanks on the policy in their 39th year and then non-renew.

Marshall County has two tanks @ 38 yrs; one tank @ 37 yrs; one tank @ 36 yrs; one tank @ 35 yrs and one tank @ 33 yrs.

Terrorism coverage can be added for approx. $191.00

Minimum earned premium: 100%

Binding requirements:

Completed storage tank application. Copy of last year's included for reference.
Copy of most recent financial statement.

Included:
NAESIP's renewal review.
Exposure & Risk Mitigation Checklist (See NAESIP's review)
Proposal
Coverage review.

STORAGE TANK LIABILITY APPLICATION

INSTRUCTIONS:

- Please print or type clearly.
- All questions must be answered. Please contact your agent if assistance is required.
- If any questions do not apply, print or type "N/A" in the space provided.
- This application must be signed and dated by an authorized Owner, Principal, Partner, Director or Risk Manager of the Insured.
- If additional space is needed to answer the question, please attach details on a separate sheet using the Insured's letterhead.
- For underground storage tanks, a copy of your State tank permit and most recent State inspection is required.

This application is not an insurance policy and the insurance company affording coverage reserves the right to reject any application for any reason. If additional space is needed, please attach details on a separate sheet of paper.

APPLICANT INFORMATION

Applicant Name: Marshall County

Insured Name (if different from above):

Street Address (Please do not provide a P.O. Box): Courthouse, 1 East Main Street

City: Marshalltown **State:** IA **Zip Code:** 50158

Contact: Paul Geilenfeldt **Title:** Marshall Couna/nty Engineer

Telephone 641-754-6343 **Fax:** n/a

EPA Identification Number/Facility Registration Number (if applicable):

Insured's Principal Business Operations: Local Government

Entity Type: Other

COVERAGE SPECIFICATIONS

Proposed Effective Date: 10/25/2026 **Retroactive Date (If prior tank coverage exists):10/25/2023 12:00:**

Desired Deductible: ☐ $2,500 ☐ $5,000 ☐ $10,000 ☑ Other: 250,000

Desired Limits: ☑ $1 mil/$1 mil ☐ $1 mil/$2 mil ☐ $2 mil/$2 mil ☐ Other:

PRIOR STORAGE TANK INSURANCE INFORMATION: **Please check here if this section does not apply:** ☐

Insurance Carrier	Term	Retroactive Date	Limits of Liability	Deductible / SIR	Premium
Mt. HawLey	10/25/2025-26	10/25/2023	1M/1M	250,000	$9,716.00
Mt. Hawley	10/25/2024-25	10/25/2023	1M/1M	250,000	$9,701.00
Mt. Hawley	10/25/2023-24	10/25/2023	1M/1M	250,000	$9,690.00

CLAIMS/COMPLIANCE HISTORY If additional space is needed to answer a question on the page below, please attach additional sheets and reference the question number.		
1. Have any claims been made previously against the Applicant or reported under any Storage Tank Policies?	☐ Yes	☑ No
2. Is the Applicant aware of any incident, fact, circumstance, or situation including any act, error or omission that may result in a claim being made against it or any other person or entity for whom coverage is sought? If "Yes," please provide full details.	☐ Yes	☑ No
3. Has the Applicant had any release, spills or leaks of regulated substances, hazardous waste or any other pollutants, as defined by the applicable environmental statutes or regulations?	☐ Yes	☑ No
4. Are there any groundwater monitoring wells at any of the locations for which coverage is desired?	☐ Yes	☑ No
5. Is the Applicant's facility in compliance with all Federal, State and Local Regulations?	☑ Yes	☐ No
6. Have any repairs or upgrades (including relining) been performed within the past twenty (20) years for any tank at this location? If "Yes," why were the repairs or updates performed?	☐ Yes	☑ No
7. Have there been tank tightness tests performed on the tanks at this facility in the past twelve (12) months? If "Yes," please supply results.	☑ Yes	☐ No
8. Do any plans exist to remove or replace any tanks within the next year? If "Yes," list when the removal or replacement is to occur and why such actions are being performed.	☐ Yes	☑ No
9. Were any tanks ever removed or closed at this location? If "Yes," provide details as to why this occurred.	☐ Yes	☑ No
10. Are there any additional tanks at this location that are not described in the following tank schedules? If "Yes," please list below or attach tank schedule.	☐ Yes	☑ No
11. Is there any remediation, monitoring or cleanup associated with any past or present leak, spill or release at any of the locations for which coverage is desired? If "Yes," please provide full details.	☐ Yes	☑ No
12. What is the use of the property(ies) where tanks are located? If any location is a marina, are any lines located in, under or above the water? See below	☑ Yes	☐ No

Secondary roads outlying sheds.

STORAGE TANK SCHEDULE

(Please copy this section if necessary to include all tanks)

Location Name and Address of Tank	Tank Name	UST/ AST	Installation Date	Tank Age	Tank Capacity (Gallons)	Tank Constr. Materials *1	Piping Constr. Materials *1	Length of Piping	Age of Piping (If different)	Tank Contents *2	Secondary Containment *4	Leak Detection Method *3
1655 Hopkins Ave, Albion, IA, 50005	5-1	UST	1989	37	10,000	Single Wall Steel	Single Wall	30 ft		D	None	ATM
2888 Underwood Ave, Ferguson, IA, 50078	3-1	UST	1993	33	10,000	Single Wall Steel	Single Wall	30 ft		D	None	ATM
901 E Boone St, Marshalltown, IA, 50158	1-1	UST	1988	38	12,000	Single Wall Steel	Single Wall	75 ft		U	None	ATM
901 E Boone St, Marshalltown, IA, 50158	1-2	UST	1988	38	12,000	Single Wall Steel	Single Wall	65 ft		D	None	ATM
2827 160th St, Marshalltown, IA, 50158	2-1	UST	1991	35	10,000	Single Wall Steel	Single Wall	30 ft		D	None	ATM
2848 Gerhart Ave, Melbourne, IA, 50162	4-1	UST	1990	36	10,000	Single Wall Steel	Single Wall	30 ft		D	None	ATM

***1 TANK & PIPING CONSTRUCTION MATERIALS**

ST	=	Steel/metal
HPD	=	High Density Plastic
FG	=	Fiberglass
O	=	Other, please specify
D/W/S	=	Double Walled Steel
FG S	=	Fiberglass single wall
FG DW	=	Fiberglass double wall
STI S	=	STI-P3 Single Wall
STI DW	=	STI-P3 Double Wall
F/S	=	Fiberglass/plastic coated steel
CP/S	=	Cathodically Protected Steel
S	=	Bare Steel
TFP	=	Thermoplastic Flexible Piping

***2 CONTENTS**

G	=	Regular Gasoline
U	=	Unleaded
A	=	Aviation Fuel
WO	=	Waste Oil
D	=	Diesel
O	=	Oil
K	=	Kerosene
OT	=	Other, Please specify

***4 SECONDARY CONTAINMENT**

EB	=	Earthen Berm
CB	=	Concrete Berm
DW	=	Double Wall Tank
O	=	Other, please specify

***3 LEAK/INTEGRITY DETECTION**

VIS	=	Visual
RT	=	Radiographic Testing
UT	=	Ultrasound Testing
AET	=	Acoustic Emission Testing
MPT	=	Magnetic Particle Testing
PPT	=	Pneumatic Pressure Testing
LPT	=	Liquid Penetrant Testing
MTG	=	Manual Tank Gauging
HT	=	Hydrostatic Testing
ATM	=	Auto Tank Monitor
SV	=	Soil Vapor Well
IM	=	Interstitial monitoring
GW	=	Groundwater monitoring
OT	=	Other, please specify

Notice of Potential Premium Increases and Coverage Changes on Underground Storage Tank Policy Renewals

The following serves as notice to the Insured that due to underwriting guidelines applicable to storage tank business, policy premiums and applicable deductibles are subject to change upon renewal of this policy. Such changes may be dictated by objective factors such as the age of a covered underground storage tank, the financial condition of the Insured, or other factors.

As this policy may be subject to a premium increase upon renewal for reasons other than an increase in coverage at the Insured's request, this notice is provided to satisfy applicable requirements to notify the Insured of such increase attached to the renewal.

FRAUD WARNING

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, DC, FL, HI, MA, NE, OH, OK, OR, VT or WA; in LA, ME, TN and VA, insurance benefits may also be denied)

IN FLORIDA, 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 OF THE THIRD DEGREE.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

IN WASHINGTON, IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

IN THE DISTRICT OF COLUMBIA, 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.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

*****Use of Government Databases**
We use storage tank information obtained from publicly available State and Federal government agency databases to underwrite and issue quotes for submitted accounts.

The information in these agency databases is sometimes incomplete and missing certain data points that we rely upon for rating and quoting.
We previously contacted the broker or the insured to provide any information missing from the database, which significantly slowed down the quoting process. Going forward, we will make an educated underwriting determination regarding missing information so we can complete our rating model and provide a preliminary quote.

Be aware that any data in the schedule on the pre-filled application marked with an asterisk has not been confirmed. Rather, we have made an educated determination on these designated data points to move the underwriting process forward.

Please be advised that it is ultimately the Insured's or their broker's responsibility to review all information on the application and notify us prior to binding if any of the pre-populated information is incomplete, incorrect, or outdated. The Insured must sign all applications confirming that the information contained therein is correct.

The applicant represents that the above statements and facts are true and that no material facts have been suppressed or misstated.

Completion of this form does not bind coverage. Applicant's acceptance of the company's quotation is required prior to binding coverage and policy issuance.

All written statements and materials furnished to the company in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

____

Producer's Signature

____

Producer's Name (Please Print)

X [signature] 9/14/26

Applicant's Signature Date Signed by Applicant

Jarret P. Heil

Applicant's Name (Please Print)

PROPOSAL

Friday, September 4, 2026

FROM: Janie Palumbo
TO: Koehler Insurance, Inc.
ATTN: Michelle Bromley

RE: Marshall County

We are pleased to provide the following proposal for your client. Please review all coverage terms and conditions carefully as the coverage being offered may be more limited than coverages requested.

Coverage: All terms per Carrier **Company**: MT Hawley Insurance Company

Options	A
Limits	$1M/$1M
Retention	$250,000.00
Commission	10.00%
Premium w/ TRIA	$9,717.00
Carrier Fee	$25.00
Program Fee	$175.00
Surplus Lines Tax (IA) 0.925%	$91.73
Total due by insured	**$10,008.73**

Payment is due to UCPM, LLC within 15 days from the effective date of coverage.

Additional Quote Information

Retro Date	10/25/2023	Admitted or Non-Admitted	Non-Admitted
Terrorism	$191	# of Covered Locations	5
Policy Term	1 Year	# of Covered ASTs	0
Minimum Earned Premium	100%	# of Covered USTs	6

The indication is subject to the receipt and satisfactory review of the following information prior to binding unless otherwise noted:

- 3 years of current (within 60 days) loss runs, or no loss warranty statement on the application
- Completed Storage Tank Liability Application signed within 30 days of the effective date
- Copy of most recent financials evidencing the insured has liquid assets in the amount of 1.5 x the deductible
- Please review Consideration for Tank Owners, highlighting important information about Storage Tank Liability

UCPM can handle the surplus lines filing for fee as quoted after receipt of any necessary affidavits.

Quote is valid for 30 days from the date of this proposal, or until the Expiration Date of the current policy, whichever is sooner.

Note: Higher limits may be available for most risks. Payment of premium or receipt of a policy number does not guarantee coverage if there are binding subjectivities outstanding.

WIN with UCPM

Enhance Your Sales Game & Elevate Future Growth

Simplify Complex Choices

Easily review and compare quotes with our patented Dynamic Coverage Analysis Tool (DCAT). The DCAT provides a side-by-side, easy-to-understand comparison of quote terms, helping save you time and empowering your clients to make informed decisions.

Mitigate Risks, Maximize Opportunities

Turn risk management into a strategic advantage with our comprehensive resources, including Environmental Risk Overviews (EROs), Pollution Prevention Practices (PPPs), Operations & Maintenance (O&M) Plans, and access to environmental consulting services. Equip your clients with the knowledge to proactively manage environmental risks, cementing your role as an indispensable pillar of their risk management strategy.

Leverage Broker Expertise

Harness the collective experience of UCPM brokers for powerful insights into quote options, coverage intricacies, and strategic positioning. Schedule a meeting with a UCPM broker and utilize their expertise to enhance your advisory capacity and prepare for success.

Deliver a Competitive Advantage

Provide your clients with a significant edge through the Certified Environmentally Responsible Contractor (CERC) program, which distinguishes contractors who are properly trained and properly insured. By highlighting their commitment to environmental responsibility, CERC enables your contractors to stand out and secure more bids, opening doors to new business opportunities for both you and them.

CONSIDERATION FOR TANK OWNERS

Scheduled Aboveground and Underground Storage Tanks

Each carrier has their own set of guidelines when offering Storage Tank Liability coverage. Not all tanks, locations or requests listed on an application can be accommodated by each individual carrier.

If a location, aboveground storage tank or underground storage tank is not scheduled on the quote and subsequent policy, and not specifically included in the Declarations, coverage is not provided. Additional Information

Required to Notify

Some tank policies require the policy holder to notify the carrier in advance if they are planning to upgrade, repair, remove or replace a storage tank. They may also require the insured to notify them of acquisitions, or operational changes. This can create a coverage loophole in the event that the insured fails to notify the carrier.

Should a tank need to be upgraded, repaired, closed, replaced, taken out of service or removed during the policy period please reach out to our UCPM claims advocate (claims@ucpm.com), who will contact the carrier and facilitate the account being put on notice. If notice is not given and contamination is found, there is possibility for the claim to be denied. Carriers will be unable to renew coverage if a removal is planned, so these conversations should take place early in the policy period. Additional Information

Retroactive Date Importance

All premises pollution policies are written on a claims-made basis, including Storage Tank Liability. Under this type of claims-made policy, coverage is not only triggered by a pollution incident, but by the reporting of a claim or potential claim within the policy period. That means coverage "begins" at the Retroactive Date identified on the policy.

Unlike many other lines of coverage, the cost of retroactive coverage for storage tanks typically increases each year. The increase can be attributed to tanks aging. As tanks age they are viewed as a higher risk by insurance carriers, and if an older tank has a significant amount of retroactive coverage, the carrier is taking on a greater portion of liability. When placing coverage for a tank, an insurance carrier may ask for evidence of expiring coverage to confirm the retroactive date.

It can be cost-effective to no longer purchase retroactive coverage, and the insured is able to remove retroactive coverage at their discretion. However, that can leave the insured vulnerable to previous contamination. Additional Information

Comparison: Storage Tank vs Site Pollution Liability

A storage tank policy is limited to spills or leaks from a scheduled tank and does not cover other environmental exposures at the location. However, there are a number of other exposures for a facility of this type, and a Site Pollution Liability policy can be a more comprehensive option.

Though premiums are higher on average 30% - 100% more, the coverage provided is much broader and can include Storage Tank Liability, illicit abandonment exposures and can also respond to releases of other chemicals stored on the property, such as – cleaning chemicals, chlorine, lubricants, solvents, etc. it can also respond to indoor air quality issues, and Business Interruption costs could be considered.

There is more that could be offered with this coverage, but these are a few of the highlights of the protection that a broader Site Pollution policy could offer them coverage for. Additional Information

Renewal of Policy #: SAT0001694

QUOTATION
STORAGE TANK INSURANCE

Re: **Marshall County**
Courthouse
1 East Main Street
Marshalltown, IA 50158

The coverage and limits of insurance in this quotation may be different than those requested. Please read the entire quotation to determine what limits and coverages are offered. Please contact the underwriter if any clarifications are needed.

Coverage: **Storage Tank Liability Insurance**
Additional Amendments and Exclusions apply as noted in sections below.
Please read the form carefully.

Issuing Company: Mt. Hawley Insurance Company, A+ Non-Admitted

Policy Term: One Year
Retroactive Date(s): **See attached Tank Schedule**

Limits of Insurance: $ 1,000,000 Each Storage Tank Incident
$ 1,000,000 Defense Expense Aggregate
$ 1,000,000 Policy Aggregate
Coverage for defense is **in addition to** the policy limits.

Deductible: **See attached Tank Schedule**

Policy Premium: **$9,526**
Tria Premium: **$191**
Total Premium: **$9,717**
Policy Fee **$25.00**

The minimum premium, in the event of midterm cancellation by the insured, is the greater of the short rate or 100.00% of the minimum annual premium.

Certified Acts of Terrorism: Included in Premium Above
Coverage is being bound providing coverage for terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Coverage:
Coverage provides bodily injury, property damage and corrective action costs subject to policy terms.
- See **Tank Schedule** attached to this quotation

Coverage Amendments to Standard Policy Form:

Endorsement Title	Form Number
COMMON POLICY CONDITIONS	IL 00 17 11 98
STORAGE TANK LIABILITY POLICY	STL 101 12 24
LIMITATION OF COVERAGE TO INSURED TANKS (SCHEDULE)	STL 305 09 23
DESIGNATED CONDITIONS EXCLUSION	STL 501 02 19
RELATED ENTITY ENDORSEMENT	CGL 482 04 17
FINANCIAL RESPONSIBILITY - IOWA	STL 306IA 08 23
LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS)	RIL 2138A 01 15
EXCLUSION OF TERRORISM - NUCLEAR, BIO, CHEMICAL, RADIOACTIVE	RIL 2145 01 15
SIGNATURE PAGE	ILF 0001 04 22
EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL	EGL 364 07 22
INFORMATION AND DATA-RELATED LIABILITY	RIL 099T 01 22
SERVICE OF SUIT AND CONDITIONS ENDORSEMENT	STL 360 03 26
AXON EDGE TANK ENDORSEMENT	

Extended Reporting Option:
Upon cancellation or non-renewal of this policy by either party, a Basic Reporting Period of 180 days will be automatically provided without any additional charge, provided there are no premiums due or loss reimbursements due us.
If, however, coverage is immediately replaced by similar coverage on which Retroactive Date is the same as on our original coverage, there shall be no right to secure any Supplemental Extended Reporting Period.

If coverage is not replaced as described, a Supplemental Extended Reporting Period of three (3) years is available for purchase by the insured provided that the policy was not cancelled due to nonpayment of premium. Written request for this endorsement must be received:

1. Prior to either the end of the policy period or the date of termination, whichever comes first, it we cancel or non-renew the policy for a reason for which we give less than sixty (60) days' notice,
2. No less than thirty (30) days prior to either the end of the policy period or the date of termination, whichever comes first, if we cancel or non-renew the policy for a reason for which we give sixty (60) days' or more notice, or
3. At the same time that you notify us of your intent to cancel or non-renew the policy, if you cancel or non-renew the policy.

Written request must be accompanied by the full additional premium charge (200% of the annual earned or annual minimum, whichever is greater).

The Basic Extended Reporting Period and the Supplemental Extended Reporting Period do not extend the policy period nor reinstate or increase the policy limits of liability.

Quote Requirements Prior to Binding Coverage:

- **3 years of current (within 60 days) loss runs, or no loss warranty statement on the application**
- **Completed Storage Tank Liability Application signed within 30 days of the effective date**
- **Copy of most recent financials evidencing the insured has liquid assets in the amount of 1.5 x the deductible**

Terrorism Coverage Notice:
The offer of coverage for terrorist acts, as defined by the Terrorism Insurance Act, is withdrawn if the Act is terminated, not renewed, or allowed to expire.

Comments:
This quote is valid for 30 days and may not be bound without written confirmation received in our office prior to the effective date of coverage.

The insurance referenced herein is offered and provided on a surplus lines basis. The insurance company listed on page 1 of this document is not licensed in the state in which the policy will be delivered but is an approved surplus lines insurer. Surplus lines insurers do not generally participate in State Guaranty Funds or Insurer Insolvency Funds. Accordingly, insureds may not be protected by such funds. Please consult your insurance broker with any questions on surplus lines coverage, non-admitted insurance, and/or state insurance guarantee or insolvency funds. This is being quoted on non-admitted paper and you are responsible for the payment of all taxes and fees and the filing of all required documents in connection with this insurance placement. You must, upon binding, indicate the home state in which the first named insured maintains its principal place of business or, if applicable, principal residence, if different than the state indicated in the first named insured's mailing address.

RLI and its affiliates collect personally identifiable information including but not limited to identifiers, customer or user records, classification characteristics, and commercial information. We use this information for business purposes such as providing the products and services you request, processing claims, protecting against fraud, maintaining security, and fulfilling our legal and regulatory obligations. For California policyholders, click here RLI Privacy Policy to view the full version of our California privacy notice.

***Use of Government Databases

We use storage tank information obtained from publicly available State and Federal government agency databases to underwrite and issue quotes for submitted accounts.

The information in these agency databases is sometimes incomplete and missing certain data points that we rely upon for rating and quoting.

We previously contacted the broker or the insured to provide any information missing from the database, which significantly slowed down the quoting process. Going forward, We will make an educated underwriting determination regarding missing information so we can complete our rating model and provide a preliminary quote.

Be aware that any data in the schedule on the pre-filled application marked with an asterisk has not been confirmed. Rather, we have made an educated determination on these designated data points to move the underwriting process forward.

Please be advised that it is ultimately the Insured's or their broker's responsibility to review all information on the application and notify us prior to binding if any of the pre-populated information is incomplete, incorrect, or outdated. The Insured must sign all applications confirming that the information contained therein is correct.

Notice of Potential Premium Increases and Coverage Changes on Underground Storage Tank Policy Renewals

The following serves as notice to the Insured that due to underwriting guidelines applicable to storage tank business, policy premiums and applicable deductibles are subject to change upon renewal of this policy. Such changes may be dictated by objective factors such as the age of a covered underground storage tank, the financial condition of the Insured, or other factors.

As this policy may be subject to a premium increase upon renewal for reasons other than an increase in coverage at the Insured's request, this notice is provided to satisfy applicable requirements to notify the Insured of such increase attached to the renewal.

STORAGE TANK LIABILITY POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. THE POLICY REQUIRES THAT A CLAIM BE FIRST MADE UPON THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF ANY. PLEASE READ CAREFULLY.

THIS POLICY CONTAINS PROVISIONS WHICH LIMIT THE AMOUNT OF DEFENSE EXPENSE THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. DEFENSE EXPENSE SHALL BE SUBJECT TO THE LIMIT OF INSURANCE STATED IN THE DECLARATIONS. PLEASE READ CAREFULLY.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us", and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Some other words and phrases that appear bold have special meaning. Refer to **SECTION VII – DEFINITIONS**.

It is agreed by all insureds that the statements in the application are their representations, that such representations are deemed material and that this Policy is issued in reliance upon the truth of such representations. The application is the basis of this Policy and is incorporated in and constitutes a part of this Policy. Any material received with the application will be maintained on file with the Company and will be deemed to be attached thereto as if physically attached. This Policy includes all of the agreements existing between the insureds and the Company or any of its agents relating to this Policy.

SECTION I – STORAGE TANK COVERAGE

1. INSURING AGREEMENT

COVERAGE A – THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE

We will pay those sums that the insured becomes legally obligated to pay as **Damages** for **Bodily Injury** or **Property Damage** caused by a **Storage Tank Incident** to which this insurance applies. We will have the right and duty to defend the insured for any **Claim** seeking those **Damages**. However, we will have no duty to defend against any **Claim** seeking **Damages** for **Bodily Injury** or **Property Damage** to which this insurance does not apply. We may, at our discretion, investigate any **Storage Tank Incident** and settle any **Claim** that may result.

COVERAGE B – CORRECTIVE ACTION COSTS

We will pay those sums that the insured becomes legally obligated to pay for **Corrective Action Costs** caused by a **Storage Tank Incident** to which this insurance applies. We will have the right and duty to defend the insured for any **Claim** seeking **Corrective Action Costs**. However, we will have no duty to defend against any **Claim** seeking **Corrective Action Costs** to which this insurance does not apply. We may, at our discretion, investigate any **Storage Tank Incident** and settle any **Claim** that may result.

a. Under **Coverages A** and **B**, this insurance applies to **Damages** for **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** only if:

(1) The **Storage Tank Incident** commences on or after the **Retroactive Date** shown in the Declarations of this Policy and before the end of the **Policy Period**; and

(2) The **Bodily Injury** or **Property Damage** or **Corrective Action Costs** is caused by a **Storage Tank Incident** that takes place in the **Coverage Territory**; and

(3) A **Claim** for **Damages** because of **Bodily Injury** or **Property Damage** or **Corrective Action Costs** is first made against any insured during the **Policy Period** and reported in writing to us during the **Policy Period** or any applicable Extended Reporting Period we provide under **SECTION VI – EXTENDED REPORTING PERIOD FOR CLAIMS**.

b. Under **Coverages A** and **B**, a **Claim** by a person or organization seeking **Damages** for **Bodily Injury** or **Property Damage** or **Corrective Actions Costs** will be deemed to have been made when notice of such **Claim** is received and recorded by any insured or by us, whichever comes first.

c. Under **Coverages A** and **B**, all **Claims** for **Damages** because of **Bodily Injury** or **Property Damage** to a person or organization, or **Corrective Action Costs**, caused by a single **Storage Tank Incident** will be deemed to have been made at the time when notice of the first of those **Claims** is received and recorded by any **Responsible Insured** or by us, whichever comes first. All such **Claims** for **Damages** and **Corrective Action Costs** shall be subject to a single Limit of Insurance stated in the Declarations of the Policy which applies to such earliest **Claim** or reported **Storage Tank Incident**.

d. Under **Coverages A** and **B**, this insurance applies to **Damages** for **Bodily Injury** or **Property Damage** or **Corrective Action Costs** only if prior to the **Policy Period**, no **Responsible Insured** knew that the **Storage Tank Incident** had occurred, in whole or in part. If a **Responsible Insured** knew, prior to the **Policy Period**, that the **Storage Tank Incident** occurred, then any continuation, change, or resumption of such **Storage Tank Incident** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.

e. Under **Coverages A** and **B**, this insurance applies to a **Storage Tank Incident** which occurs during the **Policy Period** and was not known to have occurred by any **Responsible Insured** prior to the **Policy Period**, or by any **Employee** authorized by you to give or receive notice of a **Storage Tank Incident** or **Claim**, and includes any continuation, change, or resumption of that **Storage Tank Incident** after the end of the **Policy Period**.

f. Any **Storage Tank Incident** will be deemed to have been known to have occurred at the earliest time when any **Responsible Insured** or any **Employee** authorized by you to give or receive notice of a **Storage Tank Incident** or **Claim**:

(1) Reports all, or any part, of the **Storage Tank Incident** to us or any other insurer;

(2) Receives a written or verbal demand or **Claim** because of the **Storage Tank Incident**; or

(3) Becomes aware by any other means that a **Storage Tank Incident** has occurred or has begun to occur.

g. The amount we will pay because of **Damages** for **Bodily Injury** or **Property Damage** or **Corrective Action Costs** is limited as described in Paragraph **1.** of **SECTION IV – LIMITS OF INSURANCE AND DEFENSE EXPENSE AMOUNT**.

h. The amount we will pay for **Defense Expense** is limited as described in Paragraph **2.** of **SECTION IV – LIMITS OF INSURANCE AND DEFENSE EXPENSE AMOUNT**.

i. Under **Coverages A** and **B**, we shall have the right to examine and rely on information or documents extrinsic to the allegations in a pleading in a **Suit** or any **Claim** to determine our duty to defend any insured. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. EXCLUSIONS

a. Aircraft, Auto, Or Watercraft

This insurance does not apply to **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising from or out of the ownership, maintenance, use, or entrustment to others of any aircraft, auto, or watercraft or other form of transportation owned, or operated by, or rented, or loaned to any insured.

b. Contractual Liability

This insurance does not apply to **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising from or out of a **Storage Tank Incident** for which the insured is obligated to pay costs or **Damages** by reason of the assumption of liability in a **Storage Tank Incident** unless assumed in a contract or agreement that is an **Insured Contract**. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be **Damages** because of **Bodily Injury** or **Property Damage**, provided:

(1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and

(2) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **Damages** to which this insurance applies are alleged.

c. Cost To Repair, Replace, Or Upgrade An Insured Tank

This insurance does not apply to any costs or expenses incurred for the reconstruction, repair, replacement, upgrading, rebuilding, or removal of any **Insured Tank** or for any other improvements, enhancements, or routine maintenance on, within or under the location at which the **Insured Tank** or **Tanks** are located. This exclusion does not apply to the removal of an **Insured Tank** due to a covered **Storage Tank Incident**.

d. Damage To Property

This insurance does not apply to **Property Damage** to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away, or abandon, if the **Property Damage** or **Corrective Action Costs** arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody, or control of the insured; or

(5) The contents of an **Insured Tank**. **Property Damage** to the contents of an **Insured Tank** includes contamination, loss, or destruction of the contents.

Paragraph **(1)** and **(5)** of this exclusion does not apply to **Corrective Action Costs**.

e. Divested Insured Tanks Or Sites

This insurance does not apply to **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising from or out of **Storage Tank Incidents** which first commence after the date that an **Insured Tank,** or the site at which the **Insured Tank** is located, is sold, leased, sub-leased, given away, or abandoned by the insured, or is otherwise condemned.

f. Electronic Data

This insurance does not apply to **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising from or out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion only, electronic data includes, but is not limited to, any information, facts, or programs created, stored, or saved in or on any electronic device, software, system, application, database, cloud, or media used for digital storage, including servers, hard or flash drives, hard or floppy disks, CD-ROMS, tapes, or cells.

g. Employer's Liability

This insurance does not apply to **Claim**, **Suit**, **Damages**, or **Bodily Injury** based upon or arising out of:

(1) An **Employee** of any insured arising out of:

(a) Employment by any insured; or

(b) Performing duties related to the conduct of any insured's business; or

(2) The spouse, child, parent, brother, sister, or domestic partner of that **Employee** as a consequence of Paragraph **(1)** above.

This exclusion applies whether any insured may be liable as an employer or in any other capacity and to any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

This exclusion does not apply to liability assumed by any insured under an **Insured Contract**.

h. Fines, Penalties And Assessments

This insurance does not apply to any criminal fines, penalties, assessments, or punitive, exemplary, or multiplied damages. We shall also have no duty to defend any criminal proceedings. However, where permitted by law, this exclusion does not apply to civil fines, penalties, or assessments or any punitive, exemplary, or multiplied damages where such damages arise out of or are related to a **Storage Tank Incident**.

i. Insured Versus Insured

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** made or brought by any insured against any other person or organization that qualifies as an insured under this Policy.

This exclusion does not apply to liability assumed by any insured under an **Insured Contract**.

j. Knowingly Wrongful Acts

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of or for:

(1) Any **Responsible Insureds**; or

(2) Any **Employees** who are authorized by you to give or receive notice of a **Storage Tank Incident** or **Claim**,

Dishonest, fraudulent, malicious, or knowingly wrongful act, error, or omission or any intentional disregard of, or the deliberate, willful, or dishonest non-compliance with any statute, regulation, ordinance, administrative complaint, notice letter, or instruction by any **Implementing Agency** or order.

k. Known Storage Tank Incidents

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of or for a **Storage Tank Incident** known to any **Responsible Insured**, or any **Employee** who is authorized by you to give or receive notice of a **Storage Tank Incident** or **Claim**, prior to the inception this Policy.

l. Mold, Mildew, And Fungus

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of or for the actual, alleged, or threatened exposure to, contact with or presence of mold, mildew, or fungus in any manner or form whatsoever.

m. Non-Insured Tanks

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of or for any tank which is not specifically scheduled in the Declaration or by endorsement to this Policy as an **Insured Tank**.

n. Nuclear Hazard

This insurance does not apply to any **Claim**, **Suit**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising from or out of:

(1) Damages:

(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, Nuclear Insurance Association of Canada, or any of their successors, 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:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(ii) 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.

(2) With respect to **Damages** resulting from the **Hazardous Properties** of **Nuclear Material**, if:

(a) The **Nuclear Material**:

(i) Is at any **Nuclear Facility** owned by, or operated by or on behalf of, an insured; or

(ii) 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 **Damage** 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 **Property Damage** to such **Nuclear Facility** and any property threat.

As used in this exclusion:

(1) Hazardous Properties include radioactive, toxic, or explosive properties;

(2) Nuclear Material means **Source Material**, **Special Nuclear Material**, or **By-Product Material**;

(3) Source Material, **Special Nuclear Material**, and **By-Product Material** have the meanings given them in the Atomic Energy Act of 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**;

(4) Waste means any waste material:

(a) Containing **By-Product Material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **Source Material** content; and

(b) Resulting from the operation by any person or organization of any **Nuclear Facility** included under the first two paragraphs of the definition of **Nuclear Facility**.

(5) **Nuclear Facility** means:

(a) Any **Nuclear Reactor**;

(b) Any equipment or device designed or used for:

(i) Separating the isotopes of uranium or plutonium,

(ii) Processing or utilizing spent fuel, or

(iii) 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;

(6) **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;

(7) **Property Damage** includes all forms of radioactive contamination of property.

o. Products Liability

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of goods or products manufactured, sold, handled, distributed, altered, or repaired by any 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 by any insured at any time.

p. Storage Tank Contents

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of costs associated with the product inventory loss, removal, replacement, re-use, or recycling of the contents of any **Insured Tank**.

q. Regulatory Compliance

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of a **Storage Tank Incident** involving any **Insured Tank** that was not in compliance with all applicable **Environmental Laws** prior to such **Storage Tank Incident**.

r. Related Entities/Affiliated Entities/Alter Ego Liability

This insurance does not apply to any **Claim** or **Suit** against the insured made by any business enterprise which is operated, managed, or owned, in whole or in part, by any insured or parent company or any affiliated, subsidiary, or associated company.

This insurance also does not apply to **Alter Ego Liability**. We will not defend or indemnify for any liability based on, arising out of or in any way connected with **Alter Ego Liability**.

s. Suretyship And Insurance

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of any actual or alleged failure to advise, require, or affect and maintain any policy of insurance, suretyship, or bond.

t. War

This insurance does not apply to any **Claim**, **Suit**, **Damages**, **Bodily Injury**, **Property Damage**, or **Corrective Action Costs**, however caused, directly or indirectly by:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

u. Workers' Compensation And Similar Laws

This insurance does not apply to any obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **Executive Officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your **Volunteer Workers** only while performing duties related to the conduct of your business, or your **Employees**, other than either your **Executive Officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **Employees** or **Volunteer Workers** are insureds for **Bodily Injury**:

(1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**Employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **Volunteer Workers** while performing duties related to the conduct of your business;

(2) To the spouse, child, parent, brother, sister, or domestic partner of that co-**Employee** or **Volunteer Worker** as a consequence of Paragraph **(1)** above;

(3) For which there is any obligation to share damages with or repay someone else who must pay **Damages** because of the injury described in Paragraphs **(1)** or **(2)** above; or

(4) Arising out of his or her providing or failing to provide professional health care services.

b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the ninetieth (90th) day after you acquire or form the organization or the end of the **Policy Period**, whichever is earlier; and

b. Coverage does not apply for **Storage Tank Incidents** that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. No person or organization who does not qualify as an insured under this policy becomes an insured because such person or organization is or is alleged to be an alter ego of any person or organization who qualifies as an insured under this Policy.

SECTION III – SUPPLEMENTARY PAYMENTS

We will pay, with respect to any **Claim** we investigate or settle or defend, or any **Claim** to which this insurance applies and for which an applicable Limit of Insurance is available for payment of **Damages** of **Bodily Injury** or **Property Damage** or **Corrective Action Costs**:

a. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

b. Expenses incurred by the insured for first aid administered to others at the time of a **Storage Tank Incident** for **Bodily Injury** to which this insurance applies.

c. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

d. All court costs taxed against the insured in the **Suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

These amounts will not reduce the Limits of Insurance or Defense Expense Aggregate Limit as provided under **SECTION IV – LIMITS OF INSURANCE AND DEFENSE EXPENSE AMOUNT**.

SECTION IV – LIMITS OF INSURANCE AND DEFENSE EXPENSE AMOUNT

1. Limits Of Insurance

a. The Limits of Insurance shown in the Declarations of this Policy and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Persons or organizations making **Claims**;

(3) **Claims** made; or

(4) Requests or demands made by an **Implementing Agency** seeking **Corrective Action Costs** or requiring action by you.

b. The Policy Aggregate Limit is the most we will pay for the sum of:

(1) All **Damages** because of all **Bodily Injury** and **Property Damage**; and

(2) All **Corrective Action Costs**.

If the Policy Aggregate Limit has been exhausted as described in this Paragraph, our obligations under this Policy to pay for **Damages** and **Corrective Action Costs** are deemed completely fulfilled and extinguished.

c. We will pay for **Damages** for **Bodily Injury** or **Property Damage** and **Corrective Action Costs** only for those amounts which are in excess of the deductible amount, if any, shown in the Declarations or by endorsement.

d. Subject to the Policy Aggregate Limit above, the most we will pay in any one **Storage Tank Incident** for the sum of:

(1) All **Damages** because of all **Bodily Injury** and **Property Damage**; and

(2) All **Corrective Action Costs**;

Will be the lesser of the each **Storage Tank Incident** Limit or the sum of those **Damages** because of all **Bodily Injury** or **Property Damage** and **Corrective Action Costs**.

The Limits of Insurance of this Policy apply to the **Policy Period** regardless of the length of the **Policy Period**.

2. Defense Expense Amount

a. The Defense Expense Aggregate Limit as shown in **Item 3.** of the Declarations is the most we are obligated to pay for **Defense Expense**, regardless of the number of:

(1) Insureds;

(2) Persons or organizations making **Claims**;

(3) **Claims** made; or

(4) **Storage Tank Incidents**.

b. Each payment or reimbursement we make for **Defense Expense** reduces the Defense Expense Aggregate Limit but will not reduce any other Limits of Insurance.

c. The Defense Expense Aggregate Limit is not subject to a deductible, if applicable.

d. The Defense Expense Aggregate Limit of this Policy applies to the **Policy Period** regardless of the length of the **Policy Period**.

e. **Defense Expense** payments or reimbursements are subject to the Defense Expense Aggregate Limit shown in the Declarations of this Policy. This Defense Expense Aggregate Limit applies even if, by mutual agreement or applicable law, the insured assumes control of the defense of a **Suit** before the Defense Expense Aggregate Limit is used up, however, we will only reimburse the insured up to the remaining Defense Expense Aggregate Limit available.

f. When the Policy Aggregate Limit of this Policy is exhausted by payment of judgment or settlements or when we have tendered the applicable limit of insurance of this Policy to the first Named Insured, we have no further obligation to pay any further **Defense Expense**, even if the **Defense Expense** Aggregate Limit is not exhausted.

g. For any **Suit** against any insured we defend, the insured shall reimburse us for all **Defense Expense** payments we have made upon a judicial determination by any court that the insurance does not apply to such **Suit**.

3. **Deductible**

a. Our obligation under the Policy to pay as **Damages** for **Bodily Injury** or **Property Damage** or **Corrective Action Costs** will apply only to the amount of **Damages** or **Corrective Action Costs** in excess of any deductible.

b. This insurance is subject to a deductible amount on a per **Storage Tank Incident** or a per **Claim** basis. Your selected deductible applies on the basis stated in the Declarations. The deductible amount stated in the Declarations applies as follows:

(1) Per **Storage Tank Incident** Basis

If the deductible is on a per **Storage Tank Incident** basis, that deductible amount applies to all **Damages** for **Bodily Injury** or **Property Damage** or **Corrective Action Costs** combined as a result of any one **Storage Tank Incident** regardless of the number of persons or organizations who sustain **Damages** because of the **Storage Tank Incident**.

(2) Per **Claim** Basis

If the deductible is on a per **Claim** basis, that deductible amount applies to all **Damages** for **Bodily Injury** or **Property Damage** or **Corrective Action Costs** sustained by each person, claimant, or organization combined.

c. The terms of this Policy, including those with respect to:

(1) Our right and duty to defend the insured against any **Claim**; and

(2) Your duties in the event of a **Storage Tank Incident** or **Claim**,

Apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount as a result of a **Storage Tank Incident** or to effect settlement of any **Claim** and upon notification of the action taken, you shall reimburse us for such part of the deductible amount as has been paid by us within thirty (30) days.

e. We may at our sole election upon receipt or notice of any **Storage Tank Incident**, or any **Claim**, or at any time thereafter request you to pay over and deposit with us all or a part of the deductible amount, to be held and applied per the terms on this Policy.

f. This deductible does not apply to **Defense Expense**.

SECTION V – CONDITIONS

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

2. **Duties In The Event Of A Storage Tank Incident**

a. You must see to it that we are notified promptly of a **Storage Tank Incident** which may result in a **Claim**, request, demand, or proceeding to impose an obligation on the insured for **Damages** for **Bodily Injury** or **Property Damage** or **Corrective Action Costs**. Notice should include:

(1) How, when and where the **Storage Tank Incident** took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury, **Damage**, or **Release**.

Notice of a **Storage Tank Incident** is not notice of a **Claim** under **Coverage A (SECTION I)**. Notice of a **Storage Tank Incident** is not a report of a **Storage Tank Incident** under **Coverage B (SECTION I)** unless such notice meets the reporting requirement provided in Paragraph **1.a.(3)** under **Coverage B (SECTION I)**.

b. If a **Claim** is made or **Suit** is brought against any insured, or if a request or demand is received from an **Implementing Agency** requiring action by you, because of a **Storage Tank Incident**, you must see to it that we receive prompt written notice of such **Claim**, **Suit**, request, or demand.

c. In connection with a **Storage Tank Incident**, you and any other involved insured must:

(1) Immediately send us copies of any requests, demands, notices, summonses, or legal papers received in connection with the **Claim** or **Suit**;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the **Claim** or defense against the **Suit**, request, or demand; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, admit any liability, or incur any expense, other than for first aid, without our prior written consent. However, in the event of a sudden **Storage Tank Incident** that has imminent and substantial threat to human health or the environment, reasonable and necessary emergency expenses to abate or contain will be covered provided that the emergency expenses are incurred within seventy-two (72) hours of the contamination first being discovered and reported to us within seven (7) days.

3. Jurisdiction And Venue

In the event of any litigation involving any matter arising out of or relating to this Policy, it is agreed that any insured or person or organization qualifying or claiming to qualify as an insured or additional insured, or any person or organization claiming to be a beneficiary under this Policy shall submit to the jurisdiction of New York state and New York federal courts, and shall comply with all the requirements necessary to give such courts jurisdiction. Any litigation arising out of or relating to this Policy shall be brought only in the state or federal courts of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court.

4. Choice Of Law

All matters arising out of or relating to this Policy shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflict of law rules). All matters include, without limitation, the procurement, formation, issuance, validity, interpretation, and enforcement of this Policy, as well as claim handling and any other performance in connection with this Policy.

5. Legal Action Against Us

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a **Claim** asking for **Damages** or **Corrective Action Costs** from an insured; or

b. To sue us under this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for **Damages** or for **Corrective Action Costs** that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant, or the claimant's legal representative.

Notwithstanding any other provision of this Condition, in the event we disclaim coverage for an insured for any **Claim** or **Suit**, no action shall be commenced against the Company more than two (2) years after the earliest date on which any letter disclaiming coverage was mailed, including by U.S. mail, overnight mail, or email, by the Company to the insured.

6. Other Insurance

If other valid and collectible insurance is available to the insured covering **Damages**, **Corrective Action Costs**, and Supplementary Payments also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance. The insured shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

This insurance is intended to be excess of any **Tank Fund** to the extent that the **Tank Fund** is established to act as the primary funding source for **Corrective Action Costs** arising out of a **Storage Tank Incident**.

7. Representations

As a condition precedent to coverage hereunder, the **Responsible Insureds** represent and acknowledge that the statements, representations and information contained in the application or any prior application submitted to the insurer and their representatives are true, accurate, and are the basis of this Policy and are incorporated into and constitute a part of this Policy; shall be deemed material to the acceptance of this risk or hazard assumed by the insurer under this Policy; and that we have issued this Policy in reliance upon your representations.

In the event the application or any prior application submitted to the insurer and their representative, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission, the **Responsible Insureds** and the insurer agree there shall be no duty to defend or indemnify against any **Claim** arising out of, related to, or in any way connected with the misrepresentation or omission in the application. If, in the event that there is no duty to defend or indemnify as a result of any misrepresentation or omission, but the insurer is required to pay any amount under this Policy due to financial responsibility laws, the insurer has the right to recoup that amount from any insured.

8. Enforceability

If any part of this Policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Policy.

9. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each insured were the only insured; and

b. Separately to each insured against whom **Claim** is made or **Suit** is brought.

10. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring **Suit** or transfer those rights to us and help us enforce them.

11. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   (1) **Ten (10) days** before the effective date of cancellation if we cancel for nonpayment of premium; or

   (2) **Thirty (30) days** before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.

e. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. In the event of a mid-term cancellation, the applicable pro rata or short rate of the Total Advance Premium will apply. However, in no event will the Company retain less than the Minimum Premium shown in the Declarations. The Minimum Premium shown in the Declarations will be considered as fully earned at the inception of the Policy.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

12. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

13. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the **Policy Period** and up to three (3) years afterward.

14. Inspections And Surveys

a. We have the right to:

   (1) Make inspections and surveys at any time;

   (2) Give you reports on the conditions we find; and

   (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports, or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   (1) Are safe or healthful; or

   (2) Comply with laws, regulations, codes, or standards.

c. Paragraphs **a.** and **b.** of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this Condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

15. Nonrenewal

If we decide not to renew this Policy, we will send written notice of nonrenewal to you at least sixty (60) days before the end of the **Policy Period**. We will send our nonrenewal notice to you at your last mailing address known to us.

16. Premiums

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premium we pay.

17. If You Are Permitted To Retain Defense Counsel

If by operation of applicable law any insured is given the right to retain defense attorney or law firm and neither the Limit of Insurance nor the Defense Expense Aggregate Limit has been used up, the following provisions apply:

a. The attorneys' fees and all other litigation expenses we shall pay to that attorney or law firm are limited to the usual and customary rates we pay to attorney or law firm when defending similar **Claims** or **Suits** where the **Claim** or **Suit** is venued. We require that such counsel:

(1) Have experience in defending similar **Claims** or **Suits**;

(2) Maintain attorney malpractice insurance coverage; and

(3) Agree in writing to follow our billing guidelines with respect to reporting to us and responding to our requests for information regarding the **Claim** or **Suit**. Any insured may, by its signed consent, waive its right to select independent attorney or law firm.

18. Transfer Of Duties When A Limit Of Insurance Or The Defense Expense Aggregate Limit Is Exhausted

a. If we conclude that, the applicable Limit of Insurance is likely to be exhausted in the payment of judgments or settlements for **Damages** because of **Bodily Injury** or **Property Damage**, or in the payment of **Corrective Action Costs** or the Defense Expense Aggregate Limit is likely to be exhausted in the payment or reimbursement of **Defense Expense**, we will notify the first Named Insured as soon as possible, in writing, to that effect. We have the option to tender the Limit of Insurance or the Defense Expense Aggregate Limit to the first Named Insured to end our defense obligation. We will advise that our duty to defend **Claims** subject to the Limit of Insurance or Defense Expense Aggregate Limit will terminate upon the exhaustion of the Limit of Insurance or Defense Expense Aggregate Limit, and that we will no longer handle the defense for the pending **Claim** after such exhaustion. We will take immediate and appropriate steps to transfer control of the defense prior to the exhaustion of the Limits of Insurance or the Defense Expense Aggregate Limit to any insured. The insured agrees to reimburse the Company for any costs which the Company bears in connection with the transfer of the defense.

b. The Company will take appropriate steps necessary to defend the **Claim** during the transfer of the defense and avoid any unfavorable legal action provided that the insured cooperates in the transfer of the duties of the defense and reimburses the Company for any amounts incurred in excess of the Defense Expense Aggregate Limit.

c. We will take no action with respect to defense for any **Claim** if such **Claim** is reported to us after:

(1) The applicable Limit of Insurance has been exhausted, even if the Defense Expense Aggregate Limit has not been exhausted; or

(2) The Defense Expense Aggregate Limit has been exhausted, even if the Limit of Insurance has not been exhausted.

When either Paragraph **c.(1)** or **c.(2)** of this Condition has occurred, it becomes the responsibility of the first Named Insured, and any other insured involved in such a **Claim** or **Suit**, to arrange defense for such **Claim** or **Suit**.

d. If a Limit of Insurance is available for payment of **Damages** because of **Bodily Injury**, **Property Damage**, or **Corrective Action Costs**, and if our duty to defend the insured against **Claims** and to pay **Defense Expense** has ended because the Defense Expense Aggregate Limit has been exhausted and we have transferred the control of defense of **Claims** to the insured, the following provisions apply:

(1) We retain the right, at our discretion, to appeal any judgment, award, or ruling at our expense.

(2) You and any other involved insured must:

(a) Continue to comply with the **Duties In The Event Of A Storage Tank Incident** Condition as well as the other provisions of this Policy; and

(b) Direct defense counsel of the insured to:

(i) Furnish us with the information we may request to evaluate **Claims** and coverage under this Policy for those **Claims**; and

(ii) Cooperate with any counsel we may select to monitor or associate in defense of those **Claims**.

(3) We have the right to settle any outstanding or additional **Claims** or **Suits** up to the available Limit of Insurance. However, our obligation to pay for such a settlement is limited to the amount within or up to the available Limit of Insurance.

e. The exhaustion of:

(1) Any Limit of Insurance by the payment of:

(a) Judgments or settlements for **Damages** for **Bodily Injury** or **Property Damage**; or

(b) **Corrective Action Costs**; or

(2) The Defense Expense Aggregate Limit by the payment or reimbursement of **Defense Expense**,

and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

19. Assignment

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

20. Financial Responsibility And Reimbursement

If this Policy is issued to certify compliance with financial responsibility requirements imposed on any insured because of any **Insured Tank** and we are required to make a payment, any insured agrees to reimburse us for any payment we made on your behalf which we would not have been otherwise obligated to make under the terms of this Policy. Any payment we make under this Paragraph will not create any obligations or be construed as a waiver of any of our rights under the Policy.

SECTION VI – EXTENDED REPORTING PERIOD FOR CLAIMS

1. BASIC EXTENDED REPORTING PERIOD

The first Named Insured shall be entitled to a Basic Extended Reporting Period for no additional premium in the event that this Policy has been cancelled or non-renewed by us. However, the Basic Extended Reporting Period shall not apply if the first Named Insured does not renew the Policy or if the first Named Insured has purchased any other insurance to replace this Policy. Except as otherwise provided herein, the Basic Extended Reporting Period shall be subject to all of the terms and conditions of this Policy and shall apply to **Claims** first made against the insured during the **Policy Period** and first reported to the Company, in writing, during the one hundred and eighty (180) days immediately following the effective date of the cancellation or nonrenewal of the Policy. The Basic Extended Reporting Period shall only apply to **Claims** for **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** that result from a **Storage Tank Incident** to which this insurance applies.

2. SUPPLEMENTAL EXTENDED REPORTING PERIOD

a. A Supplemental Extended Reporting Period is available as an option, but only by an endorsement and for an additional charge. The Supplemental Extended Reporting Period is subject to the terms in the Supplemental Extended Reporting Period Endorsement which will be attached to this Policy if purchased. This supplemental period starts with the end of the **Policy Period**. If the Supplemental Extended Reporting Period is purchased, the Basic Extended Reporting Period runs concurrently with this Supplemental Extended Reporting Period and is not in addition to this period.

b. You must notify us in writing of your intent to purchase the Supplemental Extended Reporting Period:

(1) Prior to either the end of the **Policy Period** or the date of termination, whichever comes first, if we cancel or nonrenew this Policy for a reason for which we give less than sixty (60) days notice.

(2) No less than thirty (30) days prior to either the end of the **Policy Period** or the date of termination, whichever comes first, if we cancel or nonrenew this Policy for a reason for which we give sixty (60) days or more notice.

(3) At the same time that you notify us of your intent to cancel or nonrenew the Policy, if you cancel or nonrenew this Policy.

The Supplemental Extended Reporting Period shall go into effect only upon payment of an additional premium. Upon payment of the additional premium, the Supplemental Extended Reporting Period Endorsement premium will be considered as fully earned.

c. The insurance provided under the Supplemental Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose **Policy Period** begins or continues after the endorsement takes effect. Paragraph **6. Other Insurance** in **SECTION V – CONDITIONS** will be amended accordingly.

d. The Supplemental Extended Reporting Period does not increase or reinstate the Limits of Insurance shown in the Declarations.

SECTION VII – DEFINITIONS

1. **Alter Ego Liability** means any actual or alleged liability based upon arising out of or in any way connected with any alter ego allegations including but not limited to allegations of single enterprise, joint enterprise, piercing the corporate veil, reverse piercing of the corporate veil, instrumentality rule, or any similar legal basis unless all persons or entities allegedly involved separately qualify as an insured under this Policy.

2. **Bodily Injury** means physical injury, sickness, disease, medical monitoring, mental anguish, or emotional distress sustained by any person, including death resulting therefrom.

3. **Claim** means a demand, notice, or assertion of a legal right alleging liability or responsibility on the part of the insured arising out of a **Storage Tank Incident**. **Claim** shall include, but is not limited to **Suits**, orders, petitions, notices, or directives made by an **Implementing Agency** pursuant to **Environmental Laws**.

4. **Corrective Action Costs** means reasonable and necessary costs incurred for response, abatement, investigation, and removal actions resulting from a **Storage Tank Incident** as legally required by an **Implementing Agency** acting pursuant to **Environmental Laws**, including the preparation, development, modification, and implementation of a corrective action plan and the monitoring, evaluation, and reporting of the results of the implementation of such plan. **Corrective Action Costs** include **Restoration Costs**.

5. **Coverage Territory** means the United States of America (including its territories and possessions), Puerto Rico and Canada.

6. **Damages** means a monetary judgment, award, or settlement of compensatory damages. **Damages** do not include:

   a. Fines, penalties, or punitive, exemplary, or multiplied damages where prohibited by law;

   b. Injunctive or equitable relief;

   c. Taxes;

   d. The return of fees or charges for services rendered or expenses incurred by the insured for redesign, changes, additions, or remedies necessitated by a **Claim**; or

   e. The time and expense incurred by the insured in assisting in resolving a **Claim**.

7. **Defense Expense** means legal costs, charges and expenses incurred in the investigation, adjustment, or defense of **Claims** for **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** arising out of a **Storage Tank Incident**.

   Defense Expense does not include salary charges or regular employees or officials of the Company, fees and expenses of supervisory counsel retained by the Company, or the time and expense incurred by the insured in assisting in the investigation or resolution of a **Claim** or in connection with **Corrective Action Costs**, including but not limited to the insured's in-house counsel.

8. **Employee** means a permanent, full, or part time employee, including a **Leased Worker** and a **Temporary Worker**.

9. **Environmental Laws** means any federal, state, provincial, or local laws (including, but not limited to, statutes, rules, regulations, ordinances, voluntary cleanup programs, or risk-based corrective action guidance, guidance documents, and governmental, judicial, or administrative orders and directives) that are applicable to an **Insured Tank** or a **Storage Tank Incident**.

10. **Executive Officer** means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

11. **Implementing Agency** means the United States Environmental Protection Agency or any state, provincial, or local regulatory agency having jurisdiction pursuant to **Environmental Laws**.

12. **Insured Contract** means:

    That part of any written contract or agreement executed by both parties prior to the date of a **Storage Tank Incident** under which you assume the liability of another party to pay for **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** to a third person or organization.

    This does not include that part of any contract or agreement:

    a. That indemnifies an architect, engineer, or surveyor for injury or **Damage** arising out of:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

b. Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **a.** above and supervisory, inspection, architectural, or engineering activities.

13. Insured Tank means a stationary tank or tanks owned or operated by the insured provided such tank(s) is specifically described in the Policy Declarations or by endorsement to the Policy. **Insured Tank** includes on site integral connected piping and containment systems associated with the **Insured Tank(s)** but does not include any above ground dispensing or pumping equipment. **Insured Tank** does not include any tank which has been replaced by you during the **Policy Period** or the Extended Reporting Period, unless this Policy has been amended by us to add such tank as an **Insured Tank**.

14. Leased Worker means a person leased to you by a labor leasing firm under an agreement between you and a labor leasing firm, to perform duties related to the conduct of your business. **Leased Worker** does not include a **Temporary Worker**.

15. Policy Period means the period set forth in **Item 2.** of the Declarations, or any shorter period arising as a result of:

a. Cancellation of this Policy; or

b. With respect to particular **Insured Tank(s)**:

The deletion or addition of any such **Insured Tank** from this Policy by the Company at the insured's written request, but solely with respect to that **Insured Tank**.

16. Property Damage means:

a. Physical injury to, destruction of or contamination of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury, destruction, or contamination that caused it; or

b. Loss of use of tangible property that is not physically injured, destroyed, or contaminated, but has been evacuated, withdrawn from use or rendered inaccessible because of a **Storage Tank Incident**. All such loss of use shall be deemed to occur at the time of the **Storage Tank Incident** that caused it.

c. Diminution in the value of such property when accompanied by injury to, destruction of, or contamination of tangible property;

d. Natural resource damage which means the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et. seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or is such resources are subject to a trust restriction on alienation, any member of a Native American Tribe.

However, **Property Damage** does not include **Corrective Action Costs**.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition only, electronic data includes, but is not limited to, any information, facts, or programs created, stored, or saved in or on any electronic device, software, system, application, database, cloud, or media used for digital storage, including servers, hard or flash drives, hard or floppy disks, CD-ROMS, tapes, or cells.

17. **Release** means the release, discharge, dispersal, or escape of contents from an **Insured Tank** into ground water, surface water, surface, or subsurface soils that have been investigated and confirmed by or on behalf of the insured during the **Policy Period** through a system tightness test, site check, or other procedure approved by an **Implementing Agency** in accordance with **Environmental Law**, including but not limited to 40 C.F.R. 280.52 or any another applicable federal, state, provincial, or local regulation or statute.

18. **Restoration Costs** means reasonable expenses incurred by the insured with the Company's written consent, obtained prior to incurring **Restoration Costs**, to restore, repair, or replace personal and real property damaged during the course of responding to a **Storage Tank Incident**. **Restoration Costs** do not include costs associated with improvements or betterments, or any costs associated with the repair, replacement, or upgrading of any **Insured Tank**.

19. **Responsible Insured** means:

    a. An officer, director, or partner of any Named Insured; or

    b. A manager or supervisor of any Named Insured responsible for risk management, control, compliance, or environmental affairs.

20. **Retroactive Date** means the date set forth in the Declarations and/or specifically endorsed to the Policy and is the earliest date that a **Storage Tank Incident** can commence for coverage to be provided under this Policy.

21. **Storage Tank Incident** means a **Release** from an **Insured Tank**. The entirety of continuous or repeated **Releases** from the same **Insured Tank** shall be deemed to be one **Storage Tank Incident**.

22. **Suit** means a civil proceeding in which **Damages** because of **Bodily Injury** or **Property Damage** or **Corrective Action Costs** to which this insurance applies are alleged. **Suit** includes:

    a. An arbitration proceeding in which such **Damages** are claimed and to which the insured must submit or does submit with our consent;

    b. Any other alternative dispute resolution proceeding in which such **Damages** are claimed and to which the insured submits with our consent; or

    c. A civil proceeding or administrative hearing in which payment of **Corrective Action Costs** is sought.

23. **Tank Fund** means any state storage tank trust fund, state administered insurance program, or restoration funding for tanks whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding **Bodily Injury**, **Property Damage**, and **Corrective Action Costs**.

24. **Temporary Worker** means a person who is furnished to you to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions and acts at the direction of and within the scope of duties determined by you.

25. **Volunteer Worker** means a person who is not your **Employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO INSURED TANKS

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY

We agree that only the following **Insured Tank(s)** is (are) covered under this Policy:

SCHEDULE

INSURED TANK(S):

Tank No.	Location	Type	Tank Age (Years)	Tank Size (Gallons)	Retroactive Date	Deductible
1-1	901 E Boone St,Marshalltown, IA 50158	UST	38	12,000	10/25/2023	$250,000
1-2	901 E Boone St,Marshalltown, IA 50158	UST	38	12,000	10/25/2023	$250,000
2-1	2827 160th St,Marshalltown, IA 50158	UST	35	10,000	10/25/2023	$250,000
3-1	2888 Underwood Ave,Ferguson, IA 50078	UST	33	10,000	10/25/2023	$250,000
4-1	2848 Gerhart Ave,Melbourne, IA 50162	UST	36	10,000	10/25/2023	$250,000
5-1	1655 Hopkins Ave,Albion, IA 50005	UST	37	10,000	10/25/2023	$250,000

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONDITIONS EXCLUSION

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY

This insurance does not apply to any **Claims**, **Damages**, **Bodily Injury**, **Property Damage**, **Corrective Action Costs**, or **Storage Tank Incident(s)** that in any way, in whole or in part, arises out of, relates to, or results from:

Designated Conditions:

Tank ID: UST 8509, Status: Closed/Removed
Tank ID: UST 8510, Status: Closed/Removed
Tank ID: UST 8511, Status: Closed/Removed

LUST ID: IA63897 Status: No Further Action

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELATED ENTITY ENDORSEMENT

1. **SECTION II – WHO IS AN INSURED** is amended by deleting the final sentence of this Section and replacing it with the following:

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. No person or organization who does not qualify as an insured under this policy becomes an insured because such person or organization is or is alleged to be an alter ego of any person or organization who qualifies as an insured under this policy.

2. The following exclusion is added to the policy:

   This insurance does not apply to "Alter Ego Liability." We will not defend or indemnify for any liability based on, arising out of or in any way connected with "Alter Ego Liability."

   "Alter Ego Liability" means: Any actual or alleged liability based upon, arising out of or in any way connected with any alter ego allegations including but not limited to allegations of single enterprise, joint enterprise, piercing the corporate veil, reverse piercing of the corporate veil, instrumentality rule, or any similar legal basis unless all persons or entities allegedly involved separately qualify as an insured under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY POLICY
ENVIRONMENTAL LIABILITY PACKAGE POLICY
SITE SPECIFIC ENVIRONMENTAL LIABILITY INSURANCE POLICY
STORAGE TANK LIABILITY POLICY

A. The following exclusion is added:

Terrorism

This insurance does not apply to any injury or damage arising, directly or indirectly, out of a **noncertified act of terrorism**.

With respect to any one or more **certified act of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the Terrorism Risk Insurance Act, as amended ("Terrorism Risk Insurance Act"), due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

However, this exclusion does not apply to Environmental Liability Package Policy, **Coverage D Environmental Consultants Professional Liability Coverage**.

B. The following definitions are added:

1. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the "Terrorism Risk Insurance Act." The "Terrorism Risk Insurance Act" sets forth the criteria for a certified act of terrorism including:

   a. The act resulted in aggregate losses in excess of $5 million; and

   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. **Noncertified act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and that is not certified as an act of terrorism pursuant to the federal "Terrorism Risk Insurance Act."

C. If aggregate insured losses attributable to acts of terrorism certified under the federal "Terrorism Risk Insurance Act" exceed $100 billion in a Calendar year (January 1 through December 31) and we have met our insurer deductible under the "Terrorism Risk Insurance Act," we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Under this formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOACTIVE TERRORISM

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. Accidental discharge of nuclear, biological, chemical or radioactive substances, or the like by an individual or group who intends to use such substances to harm or intimidate a civilian population or influence governmental policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL LIABILITY PACKAGE POLICY
CONTRACTORS POLLUTION LIABILITY POLICY
SITE SPECIFIC ENVIRONMENTAL LIABILTY INSURANCE POLICY
STORAGE TANK LIABILITY POLICY
ENVIRONMENTAL CONSULTANTS PROFESSIONAL LIABILITY POLICY

The following exclusion is added to the policy:

This insurance does not apply to **Damages**, **Bodily Injury**, **Property Damage**, **Personal And Advertising Injury**, or **Corrective Action Costs** directly or indirectly arising out of, relating to, caused by, resulting from, or in any way connected to:

1. Accessing, disclosing, collecting, taking, storing, or using **Electronic Data** or **Confidential Information**; or

2. **Social Engineering**; or

3. Cyberattack, hacking, spoofing, ransomware, malware, virus, or self-replicating code.

As used in this endorsement:

Confidential Information includes confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health or medical information, biometric data, or any other type of nonpublic information.

Electronic Data includes, but is not limited to, any information, facts, or programs created, stored, or saved in or on any electronic device, software, system, application, database, cloud, or media used for digital storage, including servers, hard or flash drives, hard or floppy disks, CD-ROMS, tapes, or cells.

Social Engineering means any person's or entity's reliance, including but not limited to the insured, upon a deceptive misrepresentation, which the person or entity believes to be genuine, that directs the person or entity to transfer, pay, or deliver money, securities or virtual currency to a third party other than an insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number:

Mt. Hawley Insurance Company

Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT AND CONDITIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY

Paragraphs **3. Jurisdiction And Venue** and **4. Choice Of Law** of **SECTION V – CONDITIONS** are deleted in their entirety and replaced with the following:

3. Jurisdiction and Venue

In the event of any litigation involving any matter arising out of or related to this Policy, it is agreed that the **Insured** shall submit to the jurisdiction of New York state and New York federal courts, and shall comply with all the requirements necessary to give such courts jurisdiction. Any litigation initiated by any **Insured** against the Company shall be brought only in the state or federal courts of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court in that state.

4. Choice of Law

All matters arising from or relating to this Policy, including, without limitation, its procurement, formation and issuance and all matters related to the validity, interpretation, performance and enforcement of this Policy or any part of it shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules). This paragraph does not apply in states where Choice of Law conditions are void by statute or any state law.

The following Condition is added to **SECTION V – CONDITIONS** of this Policy:

Service Of Suit

It is agreed that service of process in any suit against the Company may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the statute or his successor or successors 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 any Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company hereby designates Craig W. Kliethermes, President,

Mt. Hawley Insurance Company

9025 N. Lindbergh Drive, Peoria, Illinois 61615 as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction.

For purposes of this endorsement, the word **Insured** means you and any person or organization qualifying or claiming to qualify as such under **SECTION II – WHO IS AN INSURED** and any person or organization qualifying or claiming to qualify as an additional insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AXON EDGE TANK ENDORSEMENT

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY

The first sentence of **SECTION I – STORAGE TANK COVERAGE, 1. INSURING AGREEMENT, COVERAGE B – CORRECTIVE ACTION COSTS** is deleted and replaced with the following:

We will pay those costs that the insured becomes legally obligated to pay for **Corrective Action Costs** caused by a **Storage Tank Incident** to which this insurance applies.

SECTION II – WHO IS AN INSURED is amended by the addition of the following:

4. Any additional insured, person, or organization as required by written contract or agreement signed by both parties prior to commencement of a **Storage Tank Incident**, but only with respect to liability caused, in whole, or in part, by your negligence.

Paragraph **4. Corrective Action Costs** of **SECTION VII – DEFINITIONS** is replaced by the following:

Corrective Action Costs means reasonable and necessary costs incurred for response, abatement, investigation, testing, monitoring, evaluation, and removal actions resulting from a **Storage Tank Incident**, including a **Storage Tank Incident** discovered by you, as required by an **Implementing Agency** acting pursuant to **Environmental Laws**, such as the preparation, development, modification, and implementation of a corrective action plan and the monitoring, evaluation, and reporting of the results of the implementation of such plan. **Corrective Action Costs** include **Restoration Costs**.

Paragraph **13. Insured Tank** of **SECTION VII – DEFINITIONS** is replaced by the following:

Insured Tank means a stationary tank or tanks owned or operated by the insured provided such tank(s) is specifically described in the Policy Declarations or by endorsement to the Policy. **Insured Tank** includes on site integral connected piping and appurtenances associated with the **Insured Tank**. **Insured Tank** does not include any tank which has been replaced by you during the **Policy Period** or the Extended Reporting Period, unless this Policy has been amended by us to add such tank as an **Insured Tank**.

Paragraph **17. Release** of **SECTION VII – DEFINITIONS** is replaced by the following:

Release means the release, discharge, dispersal, leakage, or escape of contents from an **Insured Tank** into ground water, surface water, surface, or subsurface soils that have been investigated and confirmed by or on behalf of the insured during the **Policy Period** through a system tightness test, site check, or other procedure approved by an **Implementing Agency** in accordance with **Environmental Laws**.

Paragraph **21. Storage Tank Incident** of **SECTION VII – DEFINITIONS** is amended by the addition of the following:

Storage Tank Incident also includes a **Release** arising out of loading or unloading of an **Insured Tank** that is discovered by a **Responsible Insured** within twenty-four (24) hours of the **Release** from loading or unloading of an **Insured Tank**, and is reported to the Company within fourteen (14) days.

Paragraph **6. Other Insurance** of **SECTION V – CONDITIONS** is amended by the addition of the following:

This insurance will be primary and non-contributory in the event that a written contract, agreement, or permit, which was signed by both parties prior to a **Storage Tank Incident** requires this insurance to be primary and non-contributory for any person or organization, and such person or organization qualifies as an insured under this Policy.

SECTION I – **STORAGE TANK COVERAGE**, 2. **EXCLUSIONS** Paragraph **I. Mold, Mildew, And Fungus** is hereby deleted in its entirety.

DCAT
PROVIDED BY UCPM

ENVIRONMENTAL INSURANCE
COVERAGE REVIEW

Prepared for
Marshall County

On behalf of
Koehler Insurance, Inc.
Shomo-Madsen Insurance

September 5, 2026

Cost of Placement

We know that cost is a primary consideration in determining value. The total cost of a policy always includes the premium but may also include state surplus lines taxes, state stamping fees, carrier inspection fees, or a UCPM fee, if applicable. For this analysis, we have used your total "out-the-door" cost.

Carrier	Final Cost
MT Hawley Insurance Company	$10,008.73

* Please review each quote for a complete breakdown of relevant state, municipal, or other taxes and fees.

Storage Tank Liability

The basic premise of a Storage Tank Liability policy varies little by carrier. Generally, coverage is designed to pay on behalf of the insured for four main things: bodily injury, property damage, clean-up costs, and defense expense resulting from a pollution incident allegedly caused by an underground or aboveground storage tank.

Coverage falls into two main categories: 1) first-party remediation costs for the assessment, cleanup, and remediation of the pollution conditions emanating from your storage tank(s) and their associated piping systems, and 2) claims by third parties, or those sums that you become legally obligated to pay as damages for bodily injury and property damage arising from pollution conditions emanating from your storage tanks and impacting others.

Aboveground Storage Tank (AST) – Is any tank with its associated piping and connected equipment that has more than ninety (90) percent of its volume above ground, regardless of whether they are used to store petroleum products, hazardous waste, or other hazardous material, and would not be defined as an underground storage tank by federal or state law. ASTs are considered bulk storage containers. AST bulk storage containers with a capacity of 55 gallons or greater must be routinely inspected and integrity tested wherever they are located.

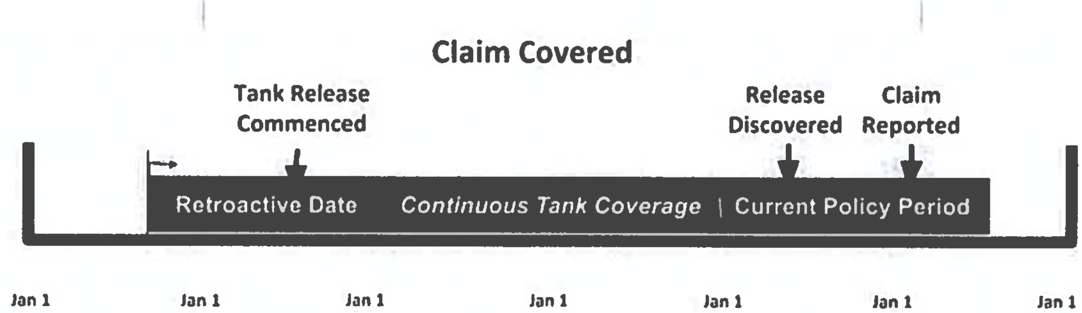
Underground Storage Tank (UST) – Is a tank or combination of tanks and underground piping and impact valves connected to tanks being used to contain regulated substances and which has at least ten (10) percent of the total combined volume of the tank and underground portions of pipes connected to the tank underground. The federal UST regulations apply only to UST systems storing either petroleum or certain hazardous substances. A storage tank located in an underground area, such as a basement, cellar, mine working, drift, shaft, or tunnel, if the storage tank is situated above the surface of the floor, does not meet the definition of a UST.

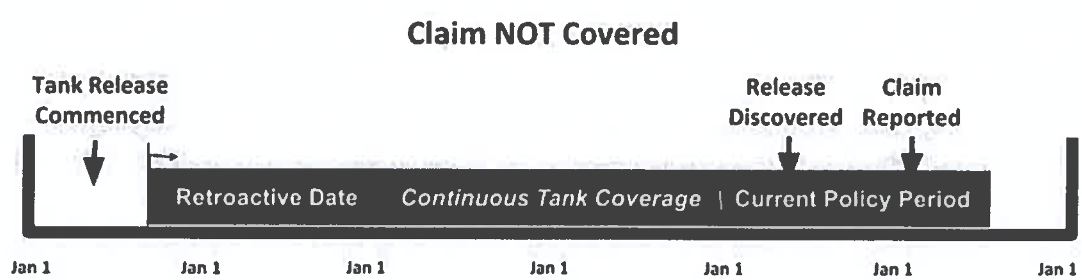
<u>Scheduled Storage Tank System(s)</u> – A scheduled storage tank system means stationary and permanently attached storage tank(s), located either above or below ground, owned or operated by an insured individual or company, including any connected piping, ancillary equipment, dispensers, monitoring systems, leak detection systems, appurtenances, and containment systems that are used to contain an accumulation of regulated substances.

** Please note that if an aboveground storage tank or an underground storage tank is not scheduled on the policy and not specifically included in the Declarations, coverage is not provided. **

Why does Retroactive Date Matter?

All premises pollution policies are written on a Claims Made basis, including Storage Tank Liability. Under this type of claims made policy, coverage is not only triggered by a pollution incident but by the reporting of





a claim or potential claim within the policy period. That means coverage "begins" at the Retroactive Date identified on the policy.

Your Storage Tank Liability policy will pay for pollution events that occur after the retroactive date and are reported during the policy period. Ideally, coverage would be best served if the retroactive date of the policy was the original installation date of the tank(s), but that is only sometimes the case.

Defense Expense

For Underground Storage Tanks (USTs), Defense cannot be fully inside the limits to comply with EPA regulations. Separate limits are necessary due to the potential for environmental pollution from the release of petroleum products from a UST system and are required by insurance carriers. Even with the Separate Defense Limits, the coverage will not exceed the General Aggregate Limits outlined in the policy declarations.

Detailed Analysis of Coverage

Retro Dates

Carrier	Retro Date
MT Hawley Insurance Company	10/25/2023

Coverage Triggered by a Confirmed Release

Many tank policies are written so that the policy is triggered by a "confirmed release" of product from an aboveground or an underground storage tank. A confirmed release is determined by a failing tank and/or line tightness testing result, inventory analysis, environmental sampling results, or visual confirmation. A broader trigger would not require a specific confirmation of the release.

MT Hawley Insurance Company	Yes

Definition of Storage Tank Includes All Associated Equipment, e.g. Dispensers

Carriers often distinguish between above and below-ground tanks with precision. Most offer coverage for not just the tanks themselves but associated piping. Furthermore, a few carriers specifically provide coverage for connected dispensers, all associated equipment, and/or appurtenances.

MT Hawley Insurance Company	Yes

Loading and/or Unloading of a Storage Tank Covered

Loading and unloading means delivering a petroleum product to your scheduled aboveground or underground storage tank system, dispensing a petroleum product from your aboveground or underground storage tank system to your customers, or both.

MT Hawley Insurance Company	Yes

Loading and/or Unloading of a Storage Tank Covered Reporting Period

A carrier may require a Loading and/or Unloading incident to be reported within a specific time frame.

MT Hawley Insurance Company	24 hours

Requirement to Notify if Removing, Upgrading or Replacing a Tank

Some policies require the policyholder to notify the carrier in advance if they plan to upgrade, repair, remove, or replace a storage tank. They may also require the insured to notify them of acquisitions and operational or material changes. This can create a coverage loophole if the insured fails to notify the carrier.

MT Hawley Insurance Company	No

Regulatory Non-Compliance is Specifically Excluded

Most pollution policies will not cover willful or deliberate actions that cause a pollution issue. In fact, many will exclude gross negligence. However, some go even further and will deny coverage if you do not comply with every state or federal regulation - even if such a situation is an honest mistake.

MT Hawley Insurance Company	Yes

Mental Anguish when Accompanied by Bodily Injury Restriction Added

Individuals may bring lawsuits for mental anguish with no evidence of bodily injury. In some policies, the definition of "bodily injury" specifically states that mental anguish must be accompanied by bodily injury. This restriction excludes coverage for mental anguish claims if allegations of bodily injury do not accompany them.

MT Hawley Insurance Company	No Restriction Applied

Emergency Response Cost Specifically Covered

Pollution policies generally include a condition stating that you cannot admit liability or assume obligations without the insurance carrier's consent. Many carriers now provide coverage for reasonable remediation costs you incur, without their consent, in response to a pollution condition that poses an imminent and substantial threat to human health and/or the environment. This specific coverage clarification is typically referred to in a policy as "emergency response." These costs must be incurred promptly after the commencement or discovery of the pollution condition and reported soon after to your carrier. Remediation costs incurred with the carrier's consent would be covered with or without the clarification.

MT Hawley Insurance Company	Yes

Coverage Includes Diminution in Value

Coverage for 3rd Party Property Damage can be enhanced or broadened by including coverage for Diminution in Value. Diminution in Value occurs when the value of a 3rd party property is reduced by the presence of a known pollution condition, even if the property has not been physically injured. This coverage protects the insured property owner or operator of a covered property against 3rd party property damage claims alleging Diminution in Value.

MT Hawley Insurance Company	Yes

Natural Resource Damage Coverage

Natural Resource Damage coverage is for physical injury to or destruction of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other resources controlled by the federal, state, or local government. The coverage will provide cleanup costs regarding the investigation and remediation of site conditions, including transport and disposal of any hazardous substances to a treatment or disposal facility and restoration or recovery of any damages to natural resources. This may not fit the traditional definition of "property damage", so some carriers include specific verbiage to clarify their intent to cover such damage.

MT Hawley Insurance Company	Covered

Basic/Automatic Extended Reporting Period

Upon cancellation or non-renewal of a policy, carriers providing coverage on a claims-made basis will offer a Basic or Automatic extended reporting period for no additional premium, depending on the insurance carrier's underwriting requirements or preferences, along with the insured's claims history and options.

MT Hawley Insurance Company	180 days

Deductible or Coinsurance for Removal or Replacement of UST

A carrier may include language in their Underground Storage Tanks (UST) Systems base policy form or in their Mandatory Notice of Voluntary Removal or Replacement of UST Systems endorsement specifically stating that any voluntary removal or replacement of any scheduled storage tank systems(s) shall be subject to a deductible or coinsurance amount that is set forth in a schedule within the form.

MT Hawley Insurance Company	No

Supplemental/Optional Extended Reporting Period

Upon cancellation or non-renewal of a policy, carriers providing coverage on a claims-made basis will offer an optional extended reporting period for an additional premium, depending on the insurance carrier's underwriting requirements or preferences, along with the insured's claims history and operations.

MT Hawley Insurance Company	Per Endorsement

Supplemental/Optional Extended Reporting Premium

The first named insured is entitled to purchase an optional extended reporting period which will be effective for a specific number of months as set forth in the policy. The price of additional premium is based on the length of coverage being offered by the carrier and is based on the percentage of the total annual policy premium being offered by the carrier. The larger the percentage of the total annual policy premium, the more expensive the coverage will be, e.g., 100% of the total annual premium versus 200% of the total annual premium. The percentage should be evaluated in context with the length of the ERP.

MT Hawley Insurance Company	Per Endorsement

TRIA Coverage

The Terrorism Risk Insurance Act (TRIA) mandates that carriers offer you the option to purchase coverage for environmental exposures due to acts of terrorism. Some carriers include this coverage on all policies, while others offer it as a percentage of the base premium with a minimum charge.

MT Hawley Insurance Company	Included

Coverage Overview

The analysis is intended to be a resource to help identify the coverage being offered. It is based on our evaluation of various issues, policy language, and the combined wording of policy forms and relevant endorsements. It is not a guarantee of coverage. Whether or not there is coverage will depend on the details of the individual claim and the court's interpretation of coverage. Please refer to the individual policy forms for details on specific coverage.

Issue	MT Hawley Insurance Company
Release	
Confirmed Release	Yes
Includes Assoc Equip	Yes
Load and/or Unload	Yes
Load and/or Unload Report	24 hours
Req to Notify	No
Coverage Issues	
Regulatory Excl	Yes
Phys Inj Restriction	No Restriction Applied
Emergency Response	Yes
Diminution in Value	Yes
Natural Resource Damage	Covered
Financial Issues	
Basic/Auto ERP	180 days
Deductible Increase	No
Supp/Opt ERP	Per Endorsement
Supp/Opt ERP Premium	Per Endorsement
TRIA Coverage	Included

Financial Considerations

Proposed Policy Term

Carrier	Effective Date	Expiration Date	Policy Term (in days)
MT Hawley Insurance Company	10/25/2026	10/25/2027	365

Limits & Deductible

Limits represent one of the biggest factors in determining your premium. Pricing for higher limits is usually determined on a gradual scale (you don't pay twice as much for twice the limits), making higher limits an option worth considering. The table below indicates the limits and deductibles being offered at this time.

Carrier	Per Occurrence Limit	Aggregate Limit	Deductible / SIR
MT Hawley Insurance Company	$1,000,000.00	$1,000,000.00	$250,000.00

Final Thought

Financial Responsibility requirements are the biggest buying motivator for tank owners when it comes to pollution policies. However, a storage tank policy is limited to spills or leaks from a scheduled tank and does not cover other environmental exposures at the location.

However, there are a number of other exposures for a facility of this type, and a Site Pollution Liability policy can be a more comprehensive option. Though premiums are higher on average 30% - 100% more, the coverage provided is much broader and can include Storage Tank Liability, illicit abandonment exposures and can also respond to releases of other chemicals stored on the property, such as – cleaning chemicals, chlorine, lubricants, solvents, etc. it can also respond to indoor air quality issues, and Business Interruption costs could also be considered.

There are more, but there are a few of the highlights of the protection that a broader Site Pollution policy could offer them coverage for. Let me know if they are interested, and I'll have a member of our Brokerage Team begin looking into this option quote for you.

The analysis was put together to help you better understand the terms offered by each carrier so that you can make an informed decision about which carrier is right for you. If you have questions regarding a particular issue, please don't hesitate to ask.

Form List

The following forms were considered in the above analysis:

MT Hawley Insurance Company

- IL 00 17 11 98: Common Policy Conditions
- STL 101 12 24: Storage Tank Liability Policy
- STL 305 09 23: Limitation of Coverage to Insured Tanks (Schedule)
- STL 501 02 19: Designated Conditions Exclusion
- CGL 482 04 17: Related Entity Endorsement
- RIL 2138A 01 15: Limited Terrorism Exclusion (Other Than Certified Acts of Terrorism); Cap on Losses from Certified Acts of Terrorism
- RIL 2145 01 15: Exclusion of Terrorism Involving Nuclear, Biological, Chemical, or Radioactive Terrorism
- ILF 0001 04 22: Signature Page
- EGL 364 07 22: Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
- RIL 099T 01 22: Service of Suit and Conditions Endorsement
- STL 360 03 26: Axon Edge Tank Endorsement

Disclaimer

This Dynamic Coverage Analysis Tool (DCAT) provides an analysis of insurance coverage forms for a general description and comparison purposes only. The analysis is not a legal review, and the review does not provide legal advice. The analysis is provided for educational purposes and does not provide a specific recommendation for coverage selection. While we strive to provide information about coverage that is current and accurate, we do not warranty the completeness or accuracy of the information contained in the analysis. The information provided by the DCAT does not alter, amend, modify, or supplement in any way the terms, conditions, coverage, exclusions, premiums, or retentions offered by the carriers' quotes analyzed by the DCAT.