

2021 - 2022

# Alliant Property Insurance Program (APIP) Evidence of Property Insurance

Presented on June 30, 2021 by:

Seth Cole Senior Vice President Stacey L. Weeks Vice President

Thomas Joyce CPCU, ARM, Technical Assistant

#### ISSUE DATE (MM/DD/YY) **EVIDENCE OF PROPERTY INSURANCE** 07/01/21 THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. PRODUCER ALLIANT INSURANCE SERVICES, INC. VARIOUS PER ATTACHED SCHEDULE 100 PINE ST. 11TH FLOOR SAN FRANCISCO, CA 94111-2711 PH (415) 403-1400 / FAX (415) 402-0773 LICENSE NO. 0C36861 CODE SUB-CODE **EVIDENCE NUMBER** REFERENCE NUMBER **INSURED** ALLIANT PROPERTY INSURANCE PROGRAM (APIP) APIP21-22 APIP2021 (Dec 04) PLAN JPA EFFECTIVE DATE (MM/DD/YY) EXPIRATION DATE (MM/DD/YY) CONT. UNTIL 375 BEALE STREET, SUITE 700 TERMINATED 07/01/22 07/01/21 IF CHECKED SAN FRANCISCO, CA 94105 THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION LOCATION / DESCRIPTION PENDING RECEIPT OF COMPANY POLICY(IES), THIS DOCUMENTATION IS PROVIDED AS EVIDENCE OF PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR LOCATIONS ON FILE WITH ALLIANT INSURANCE SERVICES. **COVERAGE INFORMATION** COVERAGE / PERILS / FORMS / AMOUNT OF INSURANCE & DEDUCTIBLE "ALL RISK" OF DIRECT PHYSICAL LOSS OR DAMAGE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE PER PEPIP MANUSCRIPT POLICY FORM. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. LIMITS & DEDUCTIBLE ATTACHED FOR THE FOLLOWING: **PROPERTY** Χ **COVERAGE BOILER & MACHINERY** Χ COVERAGE **REMARKS (INCLUDING SPECIAL CONDITIONS)** CANCELLATION SEE ATTACHED ADDITIONAL INTEREST

### NAME AND ADDRESS

EVIDENCE OF COVERAGE

NATURE OF INTEREST

MORTGAGEE

LOSS PAYEE

Y (OTHER)

EVIDENCE OF COVERAGE

**ADDITIONAL INSURED** 

SIGNATURE OF AUTHORIZED ASENT OF COMPANY



## ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

#### **PROPERTY EVIDENCE ATTACHMENT**

**TYPE OF INSURANCE**: ☐ Insurance ☐ Reinsurance

NAMED INSURED: PLAN JPA

**DECLARATION:** 4-Cities 4

POLICY PERIOD: July 1, 2021 to July 1, 2022

REFERENCE NUMBER: APIP2021 (Dec 04)

**COMPANIES:** See Attached List of Companies

**TOTAL INSURED** 

VALUES:

\$ 2,857,039,925 as of June 30, 2021

**COVERAGES & LIMITS:** \$ 1,000,000,000 Per Occurrence: all Perils, Coverages (subject to policy

exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-

limits as noted below.

\$ 25,000,000 Flood Limit - Per Occurrence and in the Annual Aggregate (for

those Named Insured(s) that purchase this optional dedicated

coverage).

\$ 25,000,000 Per Occurrence and in the Annual Aggregate for scheduled

locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this

optional dedicated coverage.

Not Applicable Per Occurrence for losses to locations in Tier 1 and/or Tier 2

Counties and resulting from a Named Windstorm.

Not Covered Earthquake Shock - Per Occurrence and in the Annual

Aggregate (for those Named Insured(s) that purchase this

optional dedicated coverage).

\$ 100,000,000 Combined Business Interruption, Rental Income and Tuition

Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition

Income combined. Coverage for power generating plants is

excluded, unless otherwise specified.

\$ 50,000,000 Extra Expense.



## COVERAGES & LIMITS: (continued)

Per Bound TIV

\$25,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values less than \$500,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.

180 Days Extended Period of Indemnity

See Policy Provisions

\$25,000,000 Automatic Acquisition for Named Insureds with total insurable values greater than or equal to \$500,000,000 at time of binding or \$10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than \$500,00,000 at time of binding up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of \$2,500,000 for additional property and/or interests in Tier 1 Wind Counties. Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of Earthquake is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to \$10,000,000.

\$ 1,000,000

Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.

\$ 5,000,000

or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.

\$ 50,000,000

Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

\$ 25,000,000

Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.



COVERAGES & LIMITS: (continued)	\$ 500,000	Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.
	\$ 2,500,000	Unscheduled Fine Arts.
	\$ 250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.
	\$ 750,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	\$ 50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	\$ 25,000,000	Transit - Physical Damage only.
	\$ 2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$ 2,500,000	Unscheduled Watercraft up to 27 feet.
	Included	Per Occurrence for Off Premises Vehicle Physical Damage.
	\$ 25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$ 5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc



COVERAGES & LIMITS: (continued)	\$ 5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc
	\$ 3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
	\$ 3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.
	\$ 500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	\$ 1,000,000	Claims Preparation Expenses.
	\$ 50,000,000	Expediting Expenses.
	\$ 1,000,000	Personal Property Outside of the USA.
	\$ 5,000,000	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
	Not Covered	for Communicable Disease.
	\$ 100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
	\$ 100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
	\$ 100,000,000	Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.
	\$ 100,000,000	Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property access to the covered property is specifically prohibited.

property, access to the covered property is specifically prohibited

by order of a civil authority.



\$ 10,000,000 Electronic Data Processing Media.

#### **VALUATION:**

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

# EXCLUSIONS (Including but not limited to):

- Seepage & Contamination unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.
- Cost of Clean-up for Pollution unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.
- Mold as more fully described in the Master Policy Wording or otherwise provided when Pollution Liability Coverage is purchased, and as defined in the coverage Summary.

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

### "ALL RISK" DEDUCTIBLE:

\$ 500,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

## DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:

\$500,000 Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

\$ 500,000 All Flood Zones Per Occurrence excluding Flood Zones A & V.

Not Applicable for losses to locations in Tier 1 and/or 2 Counties and resulting

from a Named Windstorm.

Not Covered Earthquake Shock: If the stated deductible is a flat dollar

amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the

minimum deductible per occurrence.

\$ 1,000 Per Occurrence for Specially Trained Animals.



\$ 500,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
\$ 10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$ 50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$ 10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
\$ 50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
24 Hour	Waiting Period for Service Interruption for All Perils and Coverages.
2.5%	of Annual Tax Revenue Value per Location for Tax Interruption.
24 Hour	Waiting Period for Ingress/Egress
24 Hour	Waiting Period for Civil Authority
\$ 100,000	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.

Actual Cash Value Vehicle Valuation Basis

\$ 100,000 Per Occurrence for Contractor's Equipment.

Replacement Cost Contactor's Equipment Valuation Basis

### SPECIAL TERMS AND CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:



SPECIAL TERMS 1: Not Applicable

Not Applicable Special Terms Limit

Not Applicable Special Terms Deductible

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. Carriers providing these coverages are included in the Schedule of Carriers.

\$ 100,000,000	Per Named Insured Per Occurrence subject to \$200,000,000
	Annual Aggregate of Declarations 1-14, 18-30 and 32-35
	combined as respects Property Damage, Business Interruption,
	Rental Income and Extra Expense Combined for Terrorism
	(Primary Layer).

- \$ 500,000 Per Occurrence Deductible for Primary Terrorism.
- \$ 600,000,000 Per Named Insured for Terrorism (Excess Layer) subject to:
- \$ 1,100,000,000 Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;
- \$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
- \$ 500,000 Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
  - Included Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Document for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
  - Included Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage.

TERMS & CONDITIONS: 25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

NOTICE OF CANCELLATION:

90 days except 10 days for non-payment of premium



BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

Seth Cole

Senior Vice President

Stacey L. Weeks Vice President

Thomas Joyce

CPCU, ARM, Technical Assistant

Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.



## ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

#### **BOILER & MACHINERY EVIDENCE ATTACHMENT**

NAMED INSURED: PLAN JPA

**DECLARATION:** 4-Cities 4

**POLICY PERIOD:** July 1, 2021 to July 1, 2022

REFERENCE NUMBER: APIP2021 (Dec 04)

**COMPANIES:** See Attached List of Companies

**TOTAL INSURED VALUES:** \$ 2,857,039,925 as of June 30, 2021

**COVERAGES & LIMITS:** \$ 100,000,000 Boiler Explosion and Machinery Breakdown, (for those

Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following

sub-limits:

Included Jurisdictional and Inspections.

\$ 10,000,000 Per Occurrence for Service/Utility/Off Premises Power

Interruption.

Included Per Occurrence for Consequential Damage/Perishable

Goods/Spoilage.

\$ 10,000,000 Per Occurrence for Electronic Data Processing Media and

Data Restoration.

\$ 2,000,000 Per Occurrence, Per Named Insured and in the Annual

Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated

Earthquake Coverage.

\$ 10,000,000 Per Occurrence for Hazardous Substances / Pollutants /

Decontamination.

Included Per Occurrence for Machine or Apparatus used for

Research, Diagnosis, Medication, Surgical, Therapeutic,

Dental or Pathological Purposes.

NEWLY ACQUIRED LOCATIONS:

\$ 25,000,000 Automatic Acquisition for Boiler & Machinery values at

newly acquired locations. Values greater than 25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to

binding



VALUATION: Repair or Replacement except Actual Loss sustained for all Time Element

coverages

**EXCLUSIONS** 

(Including but not limited to): • Testing

• Explosion, except for steam or centrifugal explosion

Explosion of gas or unconsumed fuel from furnace of the boiler

**OBJECTS EXCLUDED:** 

(Including but not limited to): • Insulating or refractory material

Buried Vessels or Piping

NOTICE OF

**CANCELLATION:** 90 days except 10 days for non-payment of premium

**DEDUCTIBLES:** \$ 10,000 Except as shown for Specific Objects or Perils.

\$ 10,000 Electronic Data Processing Media.

\$ 10,000 Consequential Damage.

\$ 10,000 Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000

square feet of heating surface.

\$ 50,000 Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over

10,000 square feet of heating surface.

\$ 100,000 Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over

25,000 square feet of heating surface.

\$ 250,000 Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over

75,000 square feet of heating surface.

\$ 350,000 Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over

250,000 square feet of heating surface.

10 per foot / \$2,500 Minimum Deep Water Wells.

24 Hours Business Interruption/Extra Expense Except as noted below.

30 Days Business Interruption - Revenue Bond.

24 Hour Waiting Period Utility Interruption.

5 x 100% of Daily Value Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.

5 x 100% of Daily Value Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

Seth Cole

Senior Vice President

Stacey L. Weeks Vice President

Thomas Joyce

CPCU, ARM, Technical Assistant

Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.



## ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

## CYBER INSURANCE EVIDENCE ATTACHMENT CORE COVERAGE

TYPE OF COVERAGE: Information Security & Privacy Insurance with Electronic Media Liability Coverage

PROGRAM: Alliant Property Insurance Program (APIP) inclusive of

Public Entity Property Insurance Program (PEPIP), and

Hospital All Risk Property Program (HARPP)

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or

individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter

referred to as Member(s) / Entity(ies).

**DECLARATION:** Various Declarations as on file with Insurer

POLICY PERIOD: July 1, 2021 to July 1, 2022

POLICY #: TBD

TERRITORY: WORLD-WIDE

RETROACTIVE DATE: APIP/PEPIP

For new members – the retro active date will be the date of addition

July 1, 2021 For existing members included on the July 1, 2021/22 policy

July 1, 2020 For existing members included on the July 1, 2020/21 policy

July 1, 2019 For existing members included on the July 1, 2019/20 policy

July 1, 2018 For existing members included on the July 1, 2018/19 policy

July 1, 2017 For existing members included on the July 1, 2017/18 policy

July 1, 2016 For existing members included on the July 1, 2016/17 policy

July 1, 2015 For existing members included on the July 1, 2015/16 policy

July 1, 2014 For existing members included on the July 1, 2014/15 policy

July 1, 2013 For existing members included on the July 1, 2013/14 policy

July 1, 2012 For existing members included on the July 1, 2012/13 policy

July 1, 2011 For existing members included on the July 1, 2011/12 policy

July 1, 2010 For existing members included on the July 1, 2010/11 policy

CSU

July 1, 2008 California State University and CSU Auxiliary Organizations



INSURERS:	Crum	Lloyd's of London - Beazley Syndicate: (Syndicates 2623 - 623) Crum & Forster Specialty Insurance Company Liberty Surplus Insurance Corporation		
COVERAGES & LIMITS:	Ai.	\$	40,000,000	Annual Policy and Program Aggregate Limit of Liability (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	\$	2,000,000	Insured/Member Annual Aggregate Limit of Liability (subject to policy exclusions) for each Insured/Member, within the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sublimits as noted.
BREACH RESPONSE				
Breach Response Costs:		\$	500,000	<b>Aggregate Limit of Liability</b> for each Insured/Member (Limit is increased to \$1,000,000 if Beazley Nominated Services Providers are used)
FIRST PARTY LOSS				
Business Interruption Loss Resulting from Security Breach:		\$	750,000	Aggregate Limit of Liability for each Insured/Member
Business Interruption Loss Resulting from System Failure:		\$	500,000	Aggregate Limit of Liability for each Insured/Member
Dependent Business Loss Resulting from Security Breach:		\$	750,000	Aggregate Limit of Liability for each Insured/Member
Dependent Business Loss Resulting from System Failure:		\$	100,000	Aggregate Limit of Liability for each Insured/Member
Cyber Extortion Loss:		\$	750,000	Aggregate Limit of Liability for each Insured/Member
Data Recovery Costs:		\$	750,000	Aggregate Limit of Liability for each Insured/Member
LIABILITY				
Data & Network Liability:		\$	2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses
Regulatory Defense & Penalties:		\$	2,000,000	Aggregate Limit of Liability for each Insured/Member



Payment Card Liabilities & Costs:	\$ 2,000,000	Aggregate Limit of Liability for each Insured/Member
Media Liability:	\$ 2,000,000	<b>Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses
eCRIME		
Fraudulent Instruction:	\$ 75,000	Aggregate Limit of Liability for each Insured/Member
Funds Transfer Fraud:	\$ 75,000	Aggregate Limit of Liability for each Insured/Member
Telephone Fraud:	\$ 75,000	Aggregate Limit of Liability for each Insured/Member
CRIMINAL REWARD		
Criminal Reward:	\$ 25,000	Aggregate Limit of Liability for each Insured/Member
COVERAGE ENDORSEMENT(S)		
Reputation Loss:	\$ 100,000	Aggregate Limit of Liability for each Insured/Member
Claims Preparation Costs for Reputation Loss Claims Only:	\$ 50,000	Aggregate Limit of Liability for each Insured/Member
Computer Hardware Replacement Costs:	\$ 100,000	Aggregate Limit of Liability for each Insured/Member
Invoice Manipulation:	\$ 100,000	Aggregate Limit of Liability for each Insured/Member
Cryptojacking:	\$ 25,000	Aggregate Limit of Liability for each Insured/Member



RETENTION:	\$ \$	TBD 50,000	CSU Auxiliary Organizations only Per Claim for each Member/Insured with Total Insured Value (TIV) up to \$250,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss
	\$	100,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$250,000,000 and up to \$750,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss
	\$	250,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$750,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss

#### **NOTICES:**

Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.

The Liberty Surplus Insurance Corporation policy includes an "other insurance" provision. This provision precludes payment for claims when another Liberty policy provides coverage. The Liberty layer in this program is \$5,000,000 excess of \$35,000,000 of the Annual Policy and Program Aggregate Limit of Liability.

### EXTENDED REPORTING PERIOD:

For Named Insured – Underwriting Required at time of request.

### SPECIFIC COVERAGE PROVISIONS:

**Breach Response** indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

Α.



#### B. First Party Loss

Business Interruption Loss indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

Cyber Extortion Loss indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

Data Recovery Costs indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

#### C. Liability

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

#### Coverage Endorsement(s)

- **D. eCrime** indemnifies the Insured/Member for any direct financial loss sustained resulting from:
  - Fraudulent Instruction
  - Funds Transfer Fraud
  - Telephone Fraud

That the Insured first discovers during the Policy Period.

E. Criminal Reward indemnifies the Insured/Member for Criminal Reward Funds.

**Reputational Loss** indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period



Coverage Endorsement(s) (continued) Computer Hardware Replacement Costs is part of the Extra Expense coverage. Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach

**Invoice Manipulation** indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

**Cryptojacking** indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.



EXCLUSIONS: (Including but not limited to)

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional of Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- Sanctions Limitation
- War and Civil War
- Asbestos, Pollution and Contamination
- First Party Loss with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.



NOTICE OF CLAIM:

- IMMEDIATE NOTICE must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)
- Claim notification under this policy is to:

Beazley Group

Attn: TMB Claims Group 1270 Avenue of the Americas

New York, NY 10020

866-567-8570

bbr.claims@beazley.com

NOTICE OF CANCELLATION:

10 days for non-payment of premium

**CYBER COST:** 

Cost is included in Total Property Premium

Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which

case the premium is deemed fully earned. If, insured purchases such coverage.

**OTHER SERVICES** 

Unlimited Access to Beazley Breach Solutions website

**BROKER:** 

ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

#### **NOTES:**

- Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy
- Please refer to Policy for specific terms, conditions and exclusions
- Change in Total Insurable Values will result in adjustment in premium



# SUMMARY OF CYBER INSURANCE CHANGES THE FOLLOWING ITEMS ARE BOUND CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Bound Changes	Status
Beazley Breach Response Endorsement	Coverage offered	Underwriting required	Change in Availability
Retention Buy-Down Endorsement	Coverage offered	Underwriting required	Change in Availability
Increase Breach Response Cost	Coverage offered	Underwriting required	Change in Availability
Tech Errors & Omissions	Coverage offered	Underwriting required	Change in Availability
Retention	Retention Level either \$50k or \$100k based on TIV	Retention Level either \$50k, \$100k, or \$250k based on TIV (Please see Retention section above for more information)	Change in Retention
Computer Hardware Replacement Costs	\$75,000 per Member annual aggregate sublimit	\$100,000 per Member annual aggregate sublimit	Increase in Sublimit
Reputation Loss	\$50,000 per Member annual aggregate sublimit	\$100,000 per Member annual aggregate sublimit	Increase in Sublimit
Business Interruption – Security Failure	\$2,000,000 per Member annual aggregate Limit	\$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
Cyber Extortion	\$2,000,000 per Member annual aggregate Limit	\$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
Data Recovery Costs	\$2,000,000 per Member annual aggregate Limit	\$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
War and Civil War Exclusion	Not Excluded	Exclusion Added	Excluded



Coverage	2020-2021	2021-2022 Bound Changes	Status
Asbestos, Pollution and Contamination Exclusion	Not Excluded	Exclusion Added	Excluded
New Member Rating Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Bordereaux Reporting Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Members with no TIV Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Caps on Losses Arising out of Certified Acts of Terrorism	N/A	Newly Added	New
Employee Device Endorsement	N/A	Newly Added	Coverage Enhancement
Amend Notice of Circumstance (Compliance with Law Enforcement)	N/A	Newly Added	Coverage Enhancement
Recognize Erosion of Retention for eCrime Insuring Agreement	N/A	Newly Added	Coverage Enhancement
State Amendatory Inconsistency Endorsement	N/A	Newly Added	Coverage Enhancement
Amend Data Breach Definition	N/A	New Additional Wording	Coverage Enhancement



Coverage	2020-2021	2021-2022 Bound Changes	Status
First Party Exclusion	Per Policy	Solely with respect to Business Interruption Loss, this exclusion will not apply to the extent that such costs or expenses are less than or equal to such costs or expenses incurred to restore the Computer System to the same or equivalent condition that existed immediately prior to a Security Breach or System Failure	Coverage Enhancement
Consolidated Claims Handling	APIP Core and BBR claims handled by separate teams	All claims handling has been centralized into one reporting channel, which includes access to Beazley's Breach Response team and a claims reporting hotline available 24/7	Administrative
Policy Aggregate Limit	\$45,000,000	\$40,000,000	Decrease in policy aggregate limit
Other Insurance Provision in the Liberty layer in this program: \$5,000,000 excess of \$35,000,000 of the Annual Policy and Program Aggregate Limit of Liability	N/A	The Liberty Surplus Insurance Corporation policy includes an "other insurance" provision. This provision precludes payment for claims when another Liberty policy provides coverage. The Liberty layer in this program is \$5,000,000 excess of \$35,000,000 of the Annual Policy and Program Aggregate Limit of Liability	Language Revision



### **ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

#### POLLUTION LIABILITY COVERAGE EVIDENCE

**TYPE OF INSURANCE:** 

**TYPE OF COVERAGE:** Claims Made and Reported Pollution Liability

PROGRAM: Alliant Property Insurance Program (APIP)

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers

Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured

Schedule on file with Insurer, listed below.

**POLICY PERIOD:** July 1, 2021 to July 1, 2022

POLICY #: **TBD** 

**RETROACTIVE DATE:** July 1, 2011 for Waste Disposal;

July 1, 2021 for Products Pollution and Exposure Liability;

July 1, 2021 for Contractor's Pollution

July 1, 2021 for Mold Matter July 1, 2011 Disinfection Event

This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.

**COMPANY:** Ironshore Specialty Insurance Company

A, Excellent, Financial Category XV A.M. BEST

**INSURANCE RATING::** (\$2 Billion or greater)

Effective June 26, 2020

STANDARD & POORS

**RATING:** 

A (Strong) as of November 25, 2020

**ADMITTED STATUS:** Non-Admitted in all states.

**COVERED PROPERTY:** Per the following SOVs submitted and on file with carrier:

> 1. PEPIP DEC 1 - SOVs 12. PEPIP DEC 25 - SOVs 2. PEPIP DEC 2 - SOVs 13. PEPIP DEC 26 - SOVs 3. PEPIP DEC 3 – SOVs 14. PEPIP DEC 27 - SOVs 4. PEPIP DEC 4 – SOVs 15. PEPIP DEC 28 - SOVs 5. PEPIP DEC 5 – SOVs 16. PEPIP DEC 29 - SOVs 6. PEPIP DEC 11 – SOVs 17. PEPIP DEC 30 - SOVs

7. PEPIP DEC 12 – SOVs 18. PEPIP DEC 32 - SOVs (Excludes SPIP, 8. PEPIP DEC 14 – SOVs except as endorsed)

9. PEPIP DEC 19 – SOVs 19. PEPIP DEC 33 - SOVs 10. PEPIP DEC 23 – SOVs 20. PEPIP DEC 34 - SOVs 11. PEPIP DEC 24 – SOVs 21. PEPIP DEC 35 - SOVs



Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

001/504050		
COVERAGES & LIMITS:	\$25,000,000	Policy Program Aggregate (all insureds combined)
	\$ 2,000,000	Per Pollution Incident
	\$ 2,000,000	Per Named Insured Aggregate
	\$ 2,000,000	Per JPA/Pool Aggregate
SUB-LIMITS:	\$ 100,000	Disinfection Event Expenses Per Pollution Incident*
	\$ 100,000	Disinfection Event Expenses Coverage Aggregate*
	\$ 250,000	Image Restoration Expenses Per Pollution Incident*
	\$ 250,000	Image Restoration Expenses Coverage Aggregate*
	\$ 500,000	Mold Matter Aggregate Sublimit (K-12 Schools Only, per School)*
	\$ 1,000,000	Restoration Costs Aggregate (Mold Matter Only)*
	\$ 1,000,000	Legionella Per Pollution Incident*
	\$ 2,000,000	Sewer Backup or Overcharge Per Pollution Incident*
	\$ 250,000	Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines*
	\$ 2,000,000	Products Pollution and Exposure Liability Per Pollution Incident*
	\$ 5,000,000	Products Pollution and Exposure Liability Aggregate*
	\$ 1,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
	\$ 2,000,000	Contractor's Pollution Per Pollution Incident - All other Operations*
	\$ 5,000,000	Contractors Pollution Aggregate*

<sup>\*</sup>Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

### EXTENDED REPORTING PERIOD:

#### **Automatic Extended Reporting Period**

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

### SPECIFIC COVERAGE PROVISIONS:

#### **CLAIMS MADE AND REPORTED**

#### Coverage A.1 – Onsite Pollution:

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.

#### Coverage A.2 - OffSite Pollution:

Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.



## SPECIFIC COVERAGE PROVISIONS - CONTINUED:

#### Coverage B – Emergency Response Expenses

To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

#### Coverage C.1 – Third Party Claims - Onsite Pollution

Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

#### Coverage C.2 – Third Party Claims -Offsite Pollution

Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is beyond the boundaries of the Covered Property.

#### Coverage D – Transportation

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.

#### Coverage E – Waste Disposal Activities:

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

#### Coverage F – Business Interruption:

To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions.

This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after 7/1/2021.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2021.



#### SPECIFIC COVERAGE PROVISIONS -CONTINUED:

Coverage for Image Restoration Expenses included, including fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the named insured at the direction of such a firm. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media with the prior written consent of the Insurer.

Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.

Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.0006832 per \$100 of Total Insurable Values, pro-rated with a minimum premium of \$425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.

Illicit Abandonment is included in the definition of pollution condition.

Mold matter is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

#### Other Insurance Condition

Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance.

Blanket Underground Storage Tank coverage included, with a deductible of \$750,000 for storage tanks less than twenty-five years old, and a deductible of \$1,000,000 for storage tanks older than twenty-five years. **Note: Does not meet financial assurance requirements.** 

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.



# SPECIFIC COVERAGE PROVISIONS - CONTINUED:

Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.

The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.

Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:

- 1. Any location with current or historic use as an airport;
- 2. MAPLE (SOUTH) 519 ENTRANCE OFF POMONA CORONA CA 92880
- 1018 COTTONWOOD CORONA CA 92879
- 4. 1200 TENTH ST. (WEST) CORONA CA 92882
- 5. 102 LINCOLN (NORTH) CORONA CA 92882
- 6. 1052 QUARRY CORONA CA 92879
- 7. 34 CRESTRIDGE CORONA CA 92880
- 8. 219 GRAND (WEST) CORONA CA 92882
- 9. 25225 MAITRI RD. CORONA CA 92883
- 10. 24650 GLEN IVY RD. CORONA CA 92883
- 11. 405 SIERRA VISTA AVE. CORONA CA 92882
- 12. 315 MERILL ST (SOUTH) CORONA CA 92882
- 13. 310 VICENTIA (SOUTH) CORONA CA 92882
- 14. 710 CORPORATION YARD WAY CORONA CA 92880
- 15. 2581 MANGULAR CORONA CA 92882
- 16. 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882
- 17. 240 BUENA VISTA AVE. CORONA CA 92882
- 18. 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882
- 19. 9865 GLEN IVY RD. CORONA CA 92883
- 20. 917 CIRCLE CITY DR. CORONA CA 92879
- 21. 219 JOY (SOUTH) CORONA CA 92879
- 22. 505 VICENTIA (SOUTH) CORONA CA 92882
- 23. 1865 POMONA RD CORONA CA 92880



### EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint Any asbestos, asbestos containing materials
  or lead-based paint in, on, or applied to any building or other structure. This
  exclusion does not apply to Third-Party Claims, or to Remediation Expenses for
  the remediation of soil, surface water or groundwater, or for the remediation of
  asbestos, asbestos containing materials or lead based paint which has been
  inadvertently displaced by an accident which occurs, in its entirety, during the
  policy period. Lead in water is excluded.
- Contractual Liability This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Employer Liability This exclusion applies whether the 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 such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Material Change In Use This exclusion shall not apply if the Insured submits
  prior written notice no less than thirty (30) days prior to such material change, and
  the Company approves such material change in an endorsement to this Policy
  issued within thirty (30) days of such notice.
- Non-Disclosure
- Prior Claims
- Nuclear and Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Airports, Landfills and/or Recycling Facilities, Oil and/or Gas Producing or Refining Facilities
- Firing Ranges
- Activity Use Limitation
- Landfill Closure, Post-Closure and Reclamation Costs
- Odor
- Impoundments
- Discharge Control
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Upgrades
- Groundwater and Surface Water Monitoring Costs
- Known Pollution Incidents (known prior to July 1, 2021)
- COVID-19
- Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges, or removal, replacement, repair or upgrade of an underground storage tank.
- Voluntary Site Investigation (any pollutant discovered during voluntary investigation is excluded at any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only)
- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)



### EXCLUSIONS (including but not limited to):

- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution and Covered Operations only)
- Business Interruption (Covered Operations Only)
- Damage to Your Product (Product Pollution Only)
- Damage to Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Products Pollution (Covered Operations Only)
- Waste Products, Treatment or Disposal (Covered Operations Only)
- Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluoronanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluoronanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.

#### **DEDUCTIBLE:**

\$250,000 Each Pollution Incident After July 1, 2021 \$500,000 Each Pollution Incident Prior to July 1, 2021

Disinfection Event Expenses

\$500,000 Sewage Backup and Overcharge

\$250,000

\$250.000

Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.

Products Pollution and Exposure Liability

### SPECIFIC DEDUCTIBLES:

\$250,000	Covered Operations
\$250,000*	Mold Matter (*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space)
\$250,000	Legionella
\$500,000	Sewer Backup or Overcharge deductible
\$750,000	Underground Storage Tanks (less than 25 years old)
\$1,000,000	Underground Storage Tanks (more than 25 years old)



#### **CLAIMS REPORTING NOTICE**

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

#### THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

### LOSS REPORTING REQUIREMENTS:

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

1) Ironshore Environmental Claims CSO

28 Liberty Street, 5th Floor New York, NY 10005 Office

By phone via: 24 Hour Claims Phone Number (888) 292-0249

FAX to: 646-826-6601

Email: <u>USClaims@ironshore.com</u>

2) Akbar Sharif

Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach, CA 92660

949 260-5088 949 756-2713 – fax Akbar.Sharif@alliant.com

**NOTICE OF** 

**CANCELLATION:** 90 days except 10 days for non-payment of premium

REINSTATEMENT PROVISIONS:

Not Provided

**POLLUTION LIABILITY** 

COST:

Cost is included in Total Property Premium 100% Earned Premium at Inception

BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861



Coverage	2020-2021	2021-2022 Bound Changes
Pollution Liability Policy Term	July 1, 2020 to July 1,2021	July 1, 2021 to July 1,2022
Retroactive Date	July 1, 2011 for existing insureds included on the 2011-2012 policy at inception; For all other insureds the retroactive date is the date of addition to the Program.	<ul> <li>July 1, 2011 for Waste Disposal;</li> <li>July 1, 2021 for Products Pollution and Exposure Liability;</li> <li>July 1, 2021 for Contractor's Pollution</li> <li>July 1, 2021 for Mold Matter</li> <li>July 1, 2011 Disinfection Event</li> <li>This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.</li> </ul>
Company	Interstate Fire & Casualty Insurance Company	Ironshore Specialty Insurance Company
A.M. Best Insurance Rating	A+, Superior, Financial Category XV (\$2 Billion or greater) Effective September 5, 2019	A, Excellent, Financial Category XV (\$2 Billion or greater) Effective June 26, 2020
Standard and Poors Rating	AA (Very Strong) as of May 30, 2019	A (Strong) as of November 25, 2020
Covered Property	Covered locations include any real property owned, managed, leased, maintained or operated by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.	Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.



Coverage		2020-2021	20	021-2022 Bound Changes
Sub-limits:	N/A		\$ 100,000	Disinfection Event Expenses Per Pollution Incident*
	N/A		\$ 100,000	Disinfection Event Expenses Coverage Aggregate*
	\$ 250,000	Per Named Insured Crisis Management Response Costs Sublimit	\$ 250,000	Image Restoration Expenses Per Pollution Incident*
	\$ 500,000	Per Named Insured Crisis Management Response Aggregate	\$ 250,000	Image Restoration Expenses Aggregate*
	N/A	Aggregate	\$ 500,000	Mold Matter Aggregate (K-12 Schools Only, per School)*
	N/A		\$ 1,000,000	Restoration Costs Aggregate (Mold Matter Only)*
	N/A		\$ 1,000,000	Legionella Per Pollution Incident*
	N/A		\$ 2,000,000	Sewer Backup or Overcharge Per Pollution Incident*
	N/A		\$ 2,000,000	Products Pollution and Exposure Liability Per Pollution Incident*
	N/A		\$ 5,000,000	Products Pollution and Exposure Liability Aggregate*
	N/A		\$ 250,000	Per Claim for Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines*
	\$ 100,000	Per Named Insured Per Pollution Incident Dedicated Legal Defense Sub-limit*	No Coverage	
	\$ 50,000	Per Named Insured Crisis Management Loss Sub-limit	No Coverage	
	N/A	I	\$ 1,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
	N/A		\$ 2,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
	N/A		\$ 5,000,000	Contractor's Pollution Per Pollution Incident - All other Operations* Contractors Pollution Aggregate*



Coverage	2020-2021	2021-2022 Bound Changes
Sub Limits (Continued)	*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability, with the exception of the Crisis Management sub-limits and aggregate, which are in addition to the limits of liability.	*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.
Extended Reporting Period	For First Named Insured - To be determined at the time of election (additional premium can apply); Ninety (90) day basic extended reporting period available without additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.	Automatic Extended Reporting Period The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased the optional extended reporting period, the policy is terminated for fraud or nonpayment or if the insured has purchased other insurance to replace the insurance provided under this policy.
Coverages:	Coverage A – Own Site Clean-up Costs: Coverage for claims for clean-up costs resulting from a pollution condition on or under the insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs	Coverage A.1 – Onsite Pollution: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.
	Coverage B – Off-Site Clean-Up Costs: Coverage for third-party claims resulting from a pollution condition migrating from or through and beyond the boundaries of the Insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs.	Coverage A.2 – Off Site Costs: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.
	Coverage C – Third-Party Claims for Bodily Injury or Property Damage: Coverage for third-party claims for bodily injury or property damage resulting from a pollution condition on,	Coverage C.1 – Onsite Pollution Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.
	under or migrating from or through and beyond the boundaries of the Insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay.	Coverage C.2 – Offsite Pollution Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.



Coverage	2020-2021	2021-2022 Bound Changes
Coverages: (Continued)	Coverage D – Emergency Response Costs: Coverage for emergency response costs incurred by or on behalf of the Insured in response to a pollution condition on, under or migrating from or through and beyond the boundaries of an Insured's own site or arising from transportation or resulting from a covered operation, provided that the emergency response costs be incurred within one hundred sixty-eight (168) hours of the commencement of such pollution condition, and reported to the Insurer within fourteen (14) days of commencement of such a pollution condition.	Coverage B – Emergency Response Expenses To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.
	Coverage E – Transportation: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by transportation that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.	Coverage D – Transportation To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.
	Coverage F – Non-Owned Locations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition on, under or migrating from any non-owned location that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.	Coverage E – Waste Disposal Activities:  To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.



Coverage	2020-2021	2021-2022 Bound Changes
	Coverage H – Business Interruption: Coverage for the Insured's business interruption expense and extra expense during the interruption period, caused directly by a pollution condition on or under the Insured's own site, on or after the retro date, provided such pollution condition results in clean-up costs covered under this policy, and the first-party claim is made and reported to the Insurer during the policy period.	Coverage F – Business Interruption: To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions. This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.
Coverages: (Continued)	Coverage G – Covered Operations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by covered operations on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay. Covered operations are defined as any operations within the capacity of a public entity which are performed by or on behalf of a named insured outside the physical boundaries of a covered location. Covered operations do not include Transportation.	Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after the retroactive date of July 1, 2021.
	Supplemental coverage for Products Pollution is included for potable, reclaimed and recycled water processed at any covered location that is also a potable water or wastewater treatment plant. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Insured's product must have been manufactured, sold, handled or distributed on or after the retro date and the clean-up costs, bodily injury or property damage must be unexpected and unintended from the standpoint of the Insured. Coverage of lead contamination of potable water is excluded.	Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after the 7/1/2021.



Coverage	2020-2021	2021-2022 Bound Changes
Coverages: (Continued)	Coverage I – Cyber Events: Coverage for third-party claims for bodily injury, property damage or clean-up costs resulting from a pollution condition arising from a cyber event, provided that the claim is first made and reported to the Insurer during the policy period.  A Cyber Event is defined as any unauthorized processing of data by an Insured; any breach of laws and infringement of regulations pertaining to the maintenance, or protection of data; and any network security failure in any system or device leased, owned, operated or lost by or which is made available or accessible to the Insured for the purpose of processing data. Insured must take reasonable precautions to prevent or cease any activity which may result in a claim, and take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.	Not Covered
	Coverage for crisis management response costs (including medical expenses, funeral expenses, psychological counseling, travel expenses temporary living expenses, expenses to secure the scene of a crisis management event) included, provided that the costs have been pre-approved by the insurer and are associated with damages that would be covered by this policy.	Coverage for Image Restoration Expenses included, including fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the named insured at the direction of such a firm. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media with the prior written consent of the Insurer.
	All Named Insureds scheduled on this policy have the same rights as the First Named Insured (except for those rights specifically reserved to the first named insured); this includes any member of a pool or Joint Powers Authority specifically scheduled onto this policy.	Listed. Broad language pending negotiation.



Coverage	2020-2021	2021-2022 Bound Changes
Coverages: (Continued)	Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, operation or maintenance right or obligation, respectively, for no additional premium, automatically.  Property valued at more than \$25,000,000 but less than \$100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with two (2) years of currently valued property loss runs and shall be added as a covered location upon the closing date of such acquisition for an additional premium.  Property valued at more than \$100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer immediately, along with two (2) years of currently valued property loss runs. Additional premium applies. For acquired locations that have underground storage tanks, the Insured must determine that all operational underground storage tanks are in material compliance with all applicable environmental laws and regulations and must obtain the most recent tank tightness testing or leak detection data conducted within sixty (60) days prior to the effective date that the Insured acquires or leases the subject location.  Defense Costs and Expenses are an additional \$100,000 outside the per member limit and within the overall policy aggregate limit.	Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.  Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$.0006832 per \$100 of Total Insurable Values, pro-rated with a minimum premium of \$425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.



Coverage	2020-2021	2021-2022 Bound Changes
	Blanket Coverage included for Non-Owned Locations. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned or operated by the Insured, provided that:  • The waste materials are generated from the Insured's own site, transportation, or covered operations;  • The transfer, storage, treatment or disposal facility is properly licensed and permitted to accept and dispose of such waste and has not filed for bankruptcy as of the date of the transfer, storage, treatment or disposal of such waste;  • The transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy incention.	Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.  The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.
Coverages: (Continued)	N/A	Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:  1. Any location with current or historic use as an airport;  1. MAPLE (SOUTH) - 519 ENTRANCE OFF POMONA CORONA CA 92880  2. 1018 COTTONWOOD CORONA CA 92879  3. 1200 TENTH ST. (WEST) CORONA CA 92882  4. 102 LINCOLN (NORTH) CORONA CA 92882  5. 1052 QUARRY CORONA CA 92879  6. 34 CRESTRIDGE CORONA CA 92880  7. 219 GRAND (WEST) CORONA CA 92882  8. 25225 MAITRI RD. CORONA CA 92883  9. 24650 GLEN IVY RD. CORONA CA 92883  10. 405 SIERRA VISTA AVE. CORONA CA 92882  11. 315 MERILL ST (SOUTH) CORONA CA 92882  12. 310 VICENTIA (SOUTH) CORONA CA 92882  13. 710 CORPORATION YARD WAY CORONA CA 92880  14. 2581 MANGULAR CORONA CA 92882  15. 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882  16. 240 BUENA VISTA AVE. (NORTH) CORONA CA 92882  17. 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882  18. 9865 GLEN IVY RD. CORONA CA 92883  19. 917 CIRCLE CITY DR. CORONA CA 92879  20. 219 JOY (SOUTH) CORONA CA 92879  21. 505 VICENTIA (SOUTH) CORONA CA 92882  22. 1865 POMONA RD CORONA CA 92880



Coverage	2020-2021	2021-2022 Bound Changes
	Virus and Communicable Disease	COVID-19
	Ports – Defined as an Insured's own site on the coast or any other body of water where ships or watercraft can dock and transfer cargo to or from land and engages in the business of importing/exporting of goods.	Not covered. Pending wording to add ports.
	Not Previously Excluded	Odor
	Cyber Event – Does not apply to losses covered by the Cyber Event coverage in this policy.	Silent
	Work Product – Does not apply to covered operations	Work Product – excluded
	Sewage Backup Coverage Exclusion – Does not apply to an Insured's own site.	Sewage Backup- sewage backup on to 3 <sup>rd</sup> party sites excluded. Coverage applies for sewage backup on to an insured site only.
Exclusions:	Offshore operations	Not Excluded
	Landfills, recycling facilities	Landfill Closure, Post-Closure and Reclamation Costs
	Not Previously Excluded	Discharge Control
	Not Previously Excluded	Engineering Controls / Operation and Maintenance (O&M) Costs
	Not Previously Excluded	Groundwater and Surface Water Monitoring Costs
	Arising from a known claim or legal action existing prior to the first date of the period of insurance and known by a responsible insured as disclosed in the application or submission materials including, but not limited to: Open claims provided within the submission and reevaluated at policy inception pending updated loss runs.	Known Pollution Incidents (known prior to July 1, 2021)



Coverage	2020-2021	2021-2022 Bound Changes
	Not Previously Excluded	Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only
	Not Previously Excluded	Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)
	Known Injury or Damage	Known Injury or Damage (Product Pollution and Covered Operations only)
	Not Previously Excluded	Product Disposal (Product Pollution Only)
	Products as Waste (Product Pollution Only)	Products as Waste (Product Pollution Only)
	Not Previously Excluded	Transportation (Product Pollution and Covered Operations only)
Exclusions (Continued)	Not Previously Excluded	Damage to Your Work (Covered Operations Only)
	Insured's products does not include waste materials unless such waste materials are sold, furnished or supplied to a third party for beneficial reuse pursuant to applicable environmental law.	Waste Products, Treatment or Disposal (Covered Operations Only)
	Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Related Chemicals or Products – includes any precursors, additives, daughter compounds or degradation by-products.	Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.
	Voluntary clean-up promulgated, adopted, or implemented by an insured during the period of insurance and applicable to pollution conditions at an insured's own site are excluded.	Voluntary Site Investigation applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only



Coverage		2020-2021		2021-2022 Bound Changes	
		arising for property damage to oducts are excluded.	Damage to Y (Product Poll	Your Product ollution Only)	
Exclusions (Continued)	Claims or loss arising for property damage to the insured's products or for property damage to that particular part of real property on which the insured, or any persons or entities acting on the insured's behalf, are performing covered operations, including any property damage caused by materials, parts or equipment furnished in connection with such covered operations.		Damage to P (Covered Op	Property Perations Only)	
	\$150,000	Overall Policy Deductible Per Pollution Incident retention except for specific retentions below (all pollution incidents except where noted below)	\$250,000	Overall Policy Deductible (Each Pollution Incident After July 1, 2021 and except where noted below)	
Retentions / Deductibles:	\$450,000	Per Named Insured Aggregate retention applicable to all Pollution Incidents except for specific retentions below	N/A		
	\$250,000	Per Named Insured maintenance retention applicable to all Pollution Incidents except for specific retentions below	N/A		
	\$250,000	Each Pollution Incident Prior to July 1, 2021	\$500,000	Each Pollution Incident Prior to July 1, 2021	
	\$500,000	Per Named Insured retention applicable to microbial matter for K-12 school districts only – does not erode the Aggregate retention	\$250,000	Per Named Insured deductible applicable to microbial matter for K-12 school districts only	
	\$150,000	Sewage Backup	\$500,000	Sewage Backup and Overcharge	
Retentions / Deductibles (Continued)	\$750,000	Underground Storage Tanks Specific – does not erode the Aggregate retention	\$750,000	Underground Storage Tanks (less than 25 years old)	
,			\$1,000,000	Underground Storage Tanks (more than 25 years old)	
	N/A			ts for covered loss paid by other insurance applied against the deductible amount.	



Coverage	2020-2021	2021-2022 Bound Changes
Minimum Earned Premium	25% Earned Premium at Inception; deemed 100% fully earned in the event of claim or loss	100% Earned Premium at Inception
Claim Reporting	Allianz Global Corporate & Specialty Attn: FNOL Claims Unit 1 Progress Point Parkway, 2 <sup>nd</sup> Floor O'Fallon, MO 63368 In emergency, call: (800) 558-1606 Fax: (800) 323-6450 Email: NewLoss@agcs.allianz.com Online Claims Reporting form available at: www.agcs.allianz.com/global-offices/united- states	Ironshore Environmental Claims CSO 28 Liberty Street, 5th Floor New York, NY 10005 Office By phone via: 24 Hour Claims Phone Number (888)292-0249 FAX to: 646-826-6601 Email: USClaims@ironshore.com



# ALLIANT PROPERTY INSURANCE PROGRAM 2021-2022

# NAMED INSURED SCHEDULE AS OF 07/01/2021

#### THE NAMED INSURED IS:

PLAN JPA

1750 Creekside Oaks Dr., Ste 200

Sacramento, CA 95833

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

(1) Giving notice of cancellation,

(2) Giving instructions for changes in the Policy and accepting changes in this Policy

(3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

#### NAMED INSURED MEMBER(S)

City of American Canyon City of San Carlos

City of Benicia City of Saratoga

City of Burlingame City of South San Francisco

City of Campbell City of Suisun City
City of Cupertino Town of Atherton

City of Dublin Town of Colma

City of East Palo Alto

Town of Hillsborough

City of Foster City

Town of Los Altos Hills

City of Foster City

Town of Los Altos Hills

City of Half Moon Bay

Town of Los Gatos

City of Millbrae Town of Portola Valley

City of Milpitas Town of Ross

City of Morgan Hill Town of Tiburon

City of Newark Town of Woodside

City of Pacifica ABAG Plan Corporation

City of San Bruno



### Alliant Property Insurance Program 2021-2022 Policy Year Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Arch Specialty Insurance Company	012523	A+, Superior; Financial Size Category 15; \$2,000,000,000 to greater (As of 12/04/20)	A+ (As of 03/26/20)	Non-Admitted
Aspen Specialty Insurance Company	012630	A, Excellent; Financial Size Category 15; \$2,000,000,000 or greater (As of 04/30/21)	Not Rated (As of 05/18/21)	Non-Admitted
Ategrity Specialty Insurance Company	020603	A-, Excellent; Financial Size Category 8; \$100,000,000 to \$250,000,000 (As of 10/27/20)	Not Rated (As of 05/18/21)	Non-Admitted
Berkshire Hathaway Specialty Insurance Company	000864	A++ (Superior) Financial Size Category 15; \$2,000,000,000 or Greater (As of 12/09/20)	Not Rated (As of 05/18/21)	Admitted
Chubb Bermuda Insurance Ltd.	086361	A++ (Superior) Financial Size Category 15; \$2,000,000,000 or Greater (As of 12/17/20)	AA (As of 06/24/16)	Non-Admitted
Endurance Worldwide Insurance Limited	083234	A+, Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 08/14/20)	A+ (As of 04/26/18)	Non-Admitted
Evanston Insurance Co.	003759	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 09/11/20)	A (As of 07/27/17)	Non-Admitted
Everest Indemnity Insurance Company	012096	A+, Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 05/07/21)	A+ (As of 12/22/15)	Non-Admitted
Fidelis Underwriting Limited	093764	A, Excellent; Financial Size Category 15; \$2,000,000,000 or greater (As of 06/03/20)	A- (As of 12/17/19)	Non-Admitted
Hallmark Specialty Insurance Co.	010838	A- u, (Excellent); Financial Size Category 8; \$100,000,000 to \$250,000,000 (As of 04/20/21)	Not Rated (As of 05/18/21)	Non-Admitted
Homeland Insurance Company of New York	010604	A+, Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 04/22/21)	Not Rated (As of 05/18/21)	Non-Admitted
International General Insurance Co.	091476	A (Excellent) Financial Size Category 4; \$250,000,000 to \$500,000,000 (As of 10/09/20)	A- (As of 03/31/15)	Non-Admitted
Page 1 of 3			As of May 1	9 2021

Page **1** of **3** As of May 18, 2021



### Alliant Property Insurance Program 2021-2022 Policy Year Schedule of Insurers (Proposed)

Company	A.M. Postia I.D. #	A.M. Poetle Cuide Peting	•	State of California
Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Ironshore Specialty Insurance Company	013866	A, Excellent; Financial Size Category 15; \$2,000,000,000 or greater (As of 06/26/20)	A (As of 05/02/17)	Non-Admitted
Lancashire Insurance Company (UK) Ltd.	078390	A, Excellent; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000 (As of 09/22/20)	A- (As of 02/28/18)	Non-Admitted
Landmark American Insurance Co.	012619	A+, Superior; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000 (As of 10/29/20)	A+ (As of 04/18/18)	Non-Admitted
Lexington Insurance Company	002350	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 08/19/20)	A+ (As of 10/27/20)	Non-Admitted
Liberty Mutual Fire Insurance Company	002282	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 06/26/20)	A (As of 07/17/14)	Admitted
Lloyd's of London	085202	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 07/15/20)	A+ (As of 06/14/19)	Non-Admitted
PartnerRe Ireland Insurance Ltd.	088621	A+ u, (Superior); Financial Size Category 15; \$2,000,000,000 or Greater (As of 05/12/21)	A+ (As of 08/07/20)	Non-Admitted
Princeton Excess & Surplus Lines Ins. Co.	012170	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 07/17/20)	AA- (as of 12/22/06)	Non-Admitted
RSUI Indemnity Company	012603	A+, Superior; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000 (As of 10/29/20)	A+ (As of 04/18/18)	Admitted
QBE Specialty Insurance Company	012562	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 03/11/21)	A+ (As of 01/30/18)	Non-Admitted
Westport Insurance Corporation	000347	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 07/17/20)	AA- (As of 05/07/20)	Admitted

Page **2** of **3** As of May 18, 2021



### Alliant Property Insurance Program 2021-2022 Policy Year Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
XL Insurance America Inc.	002423	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 09/29/20)	AA- (As of 11/19/18)	Admitted

Page **3** of **3**As of May 18, 2021



#### **ALLIANT FACT SHEET**

# RETAIL BROKERAGE VS. WHOLESALE & SERVICE OPERATIONS RETAIL BROKERAGE VS. WHOLESALE & SERVICE OPERATIONS

Many insurance brokerage firms, including Alliant Insurance Services, Inc., have affiliate and/or subsidiary companies that perform services associated with the risk management and insurance procurement process. Alliant has numerous and varied client relationships that may involve any combination of Retail Brokerage, Wholesale Brokerage and other Loss Control or Risk Management Consulting work. In addition, Alliant's affiliates, such as Alliant Business Services (ABS), can provide clients with other services not necessarily directly related to the risk management or insurance procurement process such as Human Resources Consulting and/or Appraisal Services.

Normally when acting as clients' "Retail Broker" Alliant will collect a commission as compensation, or may have a *Fee for Service* compensation plan. Typically Alliant will then have a written Agreement with clients, and that document includes full disclosure concerning compensation including wording similar to the following:

In addition to the commissions that Broker receives, Alliant Underwriting Services (AUS), a division of a related entity, may receive compensation from Broker and/or the carrier for providing underwriting services. The financial impact of the compensation received by AUS is a cost included in the premium. Additionally, the related entities of Alliant Business Services (ABS) may receive compensation from Broker and/or the carrier for providing designated, value-added services. Services contracted for by the Client directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Broker and/or the carrier.

This contract language is in addition to the standard disclosure wording contained in Alliant proposals. At the bottom of this *Fact Sheet* we have attached what we include on our Standard Proposals. (Additional disclosure wording is also included on Alliant invoices.) Full disclosure is a key component of client communication concerning compensation.

The **Retail Broker** activities, and Alliant's other services involved in Wholesale Brokering are distinctly separate. Our Retail Brokers and staff act as *advocates for the client* and are involved in the day-to-day delivery of services spelled out in our "Scope of Services." Such services include negotiating terms and conditions of coverage, issuance of certificates, tailoring coverages to meet specific needs, and assuring that all lines of coverages are properly provided to protect clients' assets.

Wholesale Broker activities are provided through Alliant Underwriting Services (AUS). These include administration of programs that Alliant companies manage and/or underwrite, and involve separate functions from Retail Brokerage service. Alliant Insurance Services, Inc. has other operations including, AUS and ABS, which provide non-retail brokerage services. The inclusion of these Wholesale Broker activities into a program has additional advantages that accrue to clients, primarily in the realm of cost savings, as needed services can generally be provided less expensively by a wholesale outfit than by a traditional insurer. This is especially the case when a program is large or complex.

As in any business, the cost of services will vary year by year based on program size, underwriting authority, and other factors. AUS receives compensation from carriers for which it provides underwriting and program administration services. There are numerous services involved in this Wholesale Broker function, including:

- Underwriting new and renewal business for the primary/excess markets
- PML Analysis
- Claims Analysis
- Program Management
- Program Administration/Information Technology associated with program management.

**AS JUST ONE EXAMPLE**, the Public Entity Property Insurance Program (PEPIP) - formed in 1993 to meet the unique property insurance needs of public entities – has grown from 65 members in one State to over 9,000 members in 45 States. This growth has fueled insurance cost savings for all members.



#### **ALLIANT FACT SHEET**

#### To achieve Program results, AUS annually:

- Underwrites over 6,000 renewal applications,
- **Reviews** Statement of Values and associated COPE (Construction, Occupancy, Protection & Exposure) information for over 262,303 PEPIP property locations,
- Allocates premium between 25 separate insurance markets,
- Establishes renewal pricing parameters in accordance with the underwriting/rating standards provided by the program markets, and
- Performs Program Accounting including individual member pricing billing, collections, and remittance to program markets.

#### Additional **ABS** services available to Program members include:

- Loss Control Services (no specific budget and can be tailored to individual clients).
- **Appraisals** (Buildings over \$5M appraised every 3-5 years. We currently do every 3 years, but we are evaluating doing every 5 years at renewal).
- Infrared Testing (again tailored to the client but not an unlimited number of days).
- Business Interruption Consulting (assistance by Forensic Accountant in determining Business Interruption values).
- PEPIP Solution Center (24 hr. hotline to address Property Loss Control questions).
- Webinars (8-10 web based training sessions per year on Property related topics).

Alliant Insurance Services, Inc., our Retail Brokers and colleagues all strive to provide the high level of service expected from our clients at a competitive level of compensation that should be clearly understood and documented.

Commissions are customarily paid by the insurance carriers to their agents and to brokers as a percentage of premiums. In addition to the commissions that Alliant receives, Alliant Underwriting Services. ("AUS"), a division of a related entity may receive compensation from Alliant and/or the carrier for providing underwriting services. The financial impact of the compensation received by AUS is a cost included in the premium. Additionally, Alliant Business Services ("ABS") and/or Strategic HR may receive compensation from Alliant and/or the carrier for providing designated, value-added services. Services contracted for by the client directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Alliant and/or the carrier. Further information is available upon written request directed to: Alliant Insurance Services, Attention: General Counsel, 701 B Street, San Diego, CA 92101.



#### Disclosures / Disclaimers

This Evidence of insurance is provided as a matter of convenience and information only. All information included in this Evidence, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This Evidence does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this Evidence is also expressly conditioned on there being no material change in the risk between the date of this Evidence and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this Evidence, whether or not this offer has already been accepted.

This Evidence is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this Evidence of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at <a href="https://www.alliant.com">www.alliant.com</a>. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this <a href="https://www.AmBest.com">www.AmBest.com</a>. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at <a href="https://www.standardandpoors.com">www.standardandpoors.com</a>.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

#### New York Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including

the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.



The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

#### Disclosures / Disclaimers Cont.

#### Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at <a href="https://www.alliant.com">www.alliant.com</a>, and contact your Alliant service team should you have any questions.

#### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

#### NRRA:

#### (Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

#### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc.
   Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

#### Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.



#### LOSS NOTIFICATION REQUIREMENT

#### **ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA Diana L. Walizada, AIC, CPIW, RPA, AINS

Senior Vice President, Regional Claims Director Vice President, Claims Unit Manager

Voice: (415) 403-1445 Cell: (415) 518-8490 Voice: (415) 403-1453

Email: <a href="mailto:dwalizada@alliant.com">dwalizada@alliant.com</a>

Address: Alliant Insurance Services, Inc. 100 Pine St, 11<sup>th</sup> Floor

San Francisco CA 94111

Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Sandra Doig

McLaren's Global Claims Services

Address: 1301 Dove St., Suite 200

Newport Beach, CA 92660

Voice: (949) 757-1413 Fax: (949) 757-1692

Email: sandra.doig@mclarens.com

III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Beth Diamond Beazley Group

Address: 1270 Avenue of the America's, Suite 1200

New York, NY 10020 Fax: (546) 378-4039

Email: <a href="mailto:tmbclaims@beazley.com">tmbclaims@beazley.com</a>

Elaine G. Tizon, CISR

Assistant Vice President, Claims Advocate

Address: 100 Pine Street, 11<sup>th</sup> Floor

San Francisco, CA 94111-5101

Voice: (415) 403-1458 Fax: (415) 403-1466

Email: elaine.tizon@alliant.com

IV. Pollution Liability Carrier Ironshore Specialty Insurance Company (if purchased):

Ironshore Environmental Claims CSO

Address: 28 Liberty Street, 5th Floor

New York, NY 10005

In emergency call: (888) 292-0249

Fax: (646) 826-6601

Email: <u>USClaims@ironshore.com</u>

Akbar Sharif Claims Advocate

Address: 1301 Dove St. Ste. 200

Newport Beach, CA 92646

Voice: (949) 260-5088 Fax: (415) 403-1466

Email: Akbar.Sharif@alliant.com

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number



#### IN THE EVENT OF A

## PROPERTY LOSS:

- 1) Follow your organization procedures for reporting and responding to an incident
- 2) Alert local emergency authorities, as appropriate
- 3) Report the incident to Alliant Insurance Services immediately at:

877-725-7695

All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) Report the incident to McLarens Global Claims Services AND your Alliant representative



#### PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Service BY MAIL: 100 Pine Street, 11 Floor		94111	
BY FAX: (415) 403-1466	, Sail I Tallelseo, CA	34111	
BY EMAIL: rfrey@alliant.com AND o	_		
Carbon Copy APIP Claims Administ	rator: <u>sandra.doig@</u>	mclarens.com and your Alliant repre	sentative
Today's Date:			
Type of Claim: (check all that apply			
Real Property	Vehicles		
Personal Property	Other		
Insured's Name & Contact Inforr	nation		
Insured's Name:		Point of Contact:	
Address:			
Phone #:	Email Address:_		
Broker/Agent's Name & Contact Info	ormation		
Company Name: <u>Alliant Insurance S</u>	Services - Claims	Point of Contact: Robert A. Frey & Dia	ana L. Walizada
Address: <u>100 Pine Street, 11<sup>th</sup> Floor</u>	, San Francisco, CA	<u>94111</u>	
Phone #: <u>1-877-725-7695</u>	Fax	c #: <u>415-403-1466</u>	
Policy Information			
Policy Number:	Pol	licy Period:	
Limits of Liability:	_peragg	Self-Insured Retention/Deductible:	
Loss Information			
Date of Incident/Claim:	Location:		
Description of Loss:			
Please list all attached or enclosed	documentation: □(cl	neck if none provided)	
Name of Person Completing This Fo	orm:		
Signaturo:			



#### Per the PEPIP USA Form Master Policy Wording, Section IV General Conditions;

#### K. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.



#### IN THE EVENT OF A

# **CYBER LOSS:**

- Follow your organizations procedures for reporting and responding to an incident
- 2) Alert authorities, as appropriate
- 3) Report the incident to Beazley Group immediately at:

# tmbclaims@beazley.com

# All Cyber losses must be reported as soon as practicable upon knowledge by the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) Report the incident to Alliant Claims Department and your Alliant representative

#### SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:

The policy provides a \$500,000 Aggregate Limit for Privacy Notification Costs. If you utilize a Beazley vendor, the limit is increased to \$1,000,000.

Please contact Beazley for a list of approved vendors.



#### CYBER FIRST NOTICE OF LOSS FORM

BY MAIL: 1270 Avenue of the America's, Suite 1200, New York, NY 10020

**SEND TO:** Beazley Group

**BY FAX:** (546) 378-4039 BY EMAIL: tmbclaims@beazley.com **CC Alliant Claims Department:** elaine.tizon@alliant.com, and your Alliant representative Today's Date: \_\_\_\_\_ **Insured's Name & Contact Information** Insured's Name:\_\_\_\_\_ Point of Contact:\_\_\_\_\_ Address: Phone #: Email Address: **Broker/Agent's Name & Contact Information** Company Name: Alliant Insurance Services – Claims Point of Contact: Elaine Tizon Address: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111 Phone #: 877-725-7695 Fax #:415-403-1466 **Policy Information** Policy Period: Policy Number: Limits of Liability: \_\_\_\_\_per\_\_\_agg Self-Insured Retention/Deductible\_\_\_\_ **Loss Information** Date of Incident/Claim: Location: Description of Loss: Please list all attached or enclosed documentation: ☐(check if none provided) Name of Person Completing This Form: Signature:



#### A. NOTICE OF CLAIM. LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- 1. If any Claim is made against the Insured, the Insured shall, as soon as practicable upon knowledge by the Insured, forward to the Underwriters through persons named in Item 9.A. of the Declarations written notice of such Claim in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the Insured or the Insured's representative; provided that with regard to coverage provided under Insuring Agreements I.A. and I.C., all Claims made against any Insured must be reported no later than the end of the Policy Period, in accordance with the requirements of the Optional Extension Period (if applicable), or within thirty (30) days after the expiration date of the Policy Period in the case of Claims first made against the Insured during the last thirty (30) days of the Policy Period.
- 2. With respect to Insuring Agreement I.B. for a legal obligation to comply with a Breach Notice Law because of an incident (or reasonably suspected incident) described in Insuring Clause I.A.1 or I.A.2, such incident or reasonably suspected incident must be reported as soon as practicable during the Policy Period after discovery by the Insured. For such incidents or suspected incidents discovered by the Insured within 60 days prior to expiration of the Policy, such incident shall be reported as soon as practicable, but in no event later than 60 days after the end the Policy Period, provided; if this Policy is renewed by Underwriters and covered Privacy Notification Costs are incurred because of such incident or suspected incident reported during the 60 day post Policy Period reporting period, then any subsequent Claim arising out of such incident or suspected incident is deemed to have been made during the Policy Period.
- 3. With respect to Insuring Agreements I.A. and I.C., if during the **Policy Period**, the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.A. of the Declarations as soon as practicable during the **Policy Period** of:
  - a. the specific details of the act, error, omission, or **Security Breach** that could reasonably be the basis for a **Claim**:
  - b. the injury or damage which may result or has resulted from the circumstance; and
  - c. the facts by which the Insured first became aware of the act, error, omission or Security Breach

Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

4. A **Claim** or legal obligation under section X.A.1 or X.A.2 above shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a telecopy, or express or certified mail or email through persons named in Item 9.A. of the Declarations of the **Claim** or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with sub-paragraph X.A.3. above.



### IRONSHORE SPECIALTY INSURANCE COMPANY

#### IN THE EVENT OF AN

# **ENVIRONMENTAL EMERGENCY:**

- 1) Follow your organization procedures for reporting and responding to an incident
- 1) Alert local emergency authorities, as appropriate
- 2) Report the incident immediately at:

888-292-0249

4] Report the incident to Alliant

Akbar Sharif Claims Advocate 949-260-5088 415-403-1466 – fax Akbar.Sharif@alliant.com

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan

DO contact your management as well as appropriate authorities

DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak

DO NOT attempt to respond beyond your level of training or certification



**SEND TO:** IRONSHORE ENVIRONMENTAL CLAIMS CSO **BY MAIL:** 28 Liberty Street, 5th Floor, New York, NY 10005

**BY FAX:** (646) 826-6601

BY EMAIL: <u>USClaims@ironshore.com</u>

CC Alliant Insurance: Akbar.Sharif@alliant.com and your Alliant Representative

Today's Date:
Notice of: (check all that apply)
☐ Pollution Incident ☐ Potential Claim ☐ Other
☐ Third-Party Claim ☐ Litigation Initiated
Insured's Name & Contact Information
Company Name:Point of Contact:
Address:
Phone #: Email Address:
Broker/Agent's Name & Contact Information
Company Name: Alliant Insurance Services - Claims Point of Contact: Akbar Sharif
Address: 1301 Dove St. Ste. 200 Newport Beach, CA 92660
Phone #: 1-949-260-5088
Policy Information
Policy Number: Policy Period:
Limits of Liability:per agg Self-Insured Retention/Deductible
Loss Information
Date of Incident/Claim: Location:
Claimant Name/Address:
Description of Loss:
Please list all attached or enclosed documentation:   (check if none provided)
Name of Baroon Completing This Forms
Name of Person Completing This Form:Signature: