This is a “claims-made and reported” Policy. For coverage to apply, a Claim must be first made against you during the Policy Period and reported to us, in writing, during the Policy Period, or, where applicable, the Extended Reporting Period. However, this does not apply to coverages provided under A.2., B.1., B.2., and C.2. stated in SECTION I – INSURING AGREEMENT. Please read this Policy carefully, including the Declarations and all Endorsements.

This Policy contains provisions that limit the amount of Legal Expense we are responsible to pay.

Throughout this Policy, the words “we”, “us”, and “our” mean the Company stated in the Declarations. The words “you” and “your” mean the Insured.

Words that are bolded, except for caption headings, have the meaning set forth in SECTION III – DEFINITIONS, whether expressed in singular or plural throughout this Policy.

In consideration of the payment of premium, in reliance upon the Application and subject to the Declarations and the terms and conditions of this Policy, we agree with you as follows:

SECTION I - INSURING AGREEMENTS

A. Your Location Coverage

We will pay on your behalf for Pollution Loss, as a result of a Pollution Condition on, at, under or migrating from Your Location that first commenced on or after the Retroactive Date, if applicable, and first commenced prior to the Reverse Retroactive Date, if applicable, provided that:

1. (i) the Pollution Condition results in a Claim against you; (ii) the Claim is for Pollution Loss that you become legally obligated to pay; and (iii) the Claim is first made against you during the Policy Period and reported to us, in writing, during the Policy Period, or, where applicable, the Extended Reporting Period; or

2. the Pollution Condition is first discovered by you during the Policy Period and reported to us, in writing, during the Policy Period, or, where applicable, the Extended Reporting Period.

B. Emergency Remediation Expense Coverage

We will indemnify you for Emergency Remediation Expense incurred by you, as a result of a Pollution Condition on, at, under or migrating from Your Location, provided that:

1. the Emergency Remediation Expense is incurred within seventy-two (72) hours of the commencement of the Pollution Condition; and

2. the Pollution Condition and notice of the Emergency Remediation Expense are reported to us, in writing, during the Policy Period, but in no event later than fourteen (14) days from the discovery of the Pollution Condition, or the end of the Policy Period, whichever occurs first.

C. Contingent Transportation Coverage

We will pay on your behalf for Pollution Loss, as a result of a Pollution Condition that first commences and finally ends during the course of Transportation by a Carrier, provided that:

1. the Transportation takes place during the Policy Period, and
2. the Pollution Condition is first discovered during the Policy Period and reported to us, in writing, during the Policy Period, or, where applicable, the Extended Reporting Period; or

3. (i) the Pollution Condition results in a Claim against you; (ii) the Claim is for Pollution Loss that you become legally obligated to pay; and (iii) the Claim is first made against you during the Policy Period and reported to us, in writing, during the Policy Period, or, where applicable, the Optional Extended Reporting Period.

D. Non-Owned Disposal Site Coverage

We will pay on your behalf for Pollution Loss, as a result of a Pollution Condition on, at, under or migrating from a Non-Owned Disposal Site that first commenced on or after the Retroactive Date, if applicable, and first commenced prior to the Reverse Retroactive Date, if applicable, provided that:

1. the Pollution Condition arises from Pollutants generated by you that originate from Your Location;

2. the Pollution Condition results in a Claim against you; and

3. the Claim is first made against you during the Policy Period and reported to us, in writing, during the Policy Period, or, where applicable, the Extended Reporting Period.

This coverage also applies to any Non-Owned Disposal Site that is identified in the Non-Owned Disposal Site Schedule, if endorsed onto this Policy.

SECTION II - SUPPLEMENTAL COVERAGES

The following Supplemental Coverages are afforded under this Policy. Any amounts paid under these coverages do not qualify as Pollution Loss or Emergency Remediation Expense. In no event will we pay more than the Limits of Liability specified below. The Limits of Liability for each of the following Supplemental Coverages are separate from and in addition to the Limits of Liability for the coverages in SECTION I - INSURING AGREEMENTS of this Policy, and payments made under these Supplemental Coverages do not erode the Aggregate Limits of Liability of this Policy. No Self-Insured Retention Amount applies to these Supplemental Coverages.

A. Disaster Response Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of $250,000 for any reasonable and necessary expenses incurred by you, with our prior written consent, for a public relations or crisis management firm hired by you, and approved by us, to minimize potential harm to your reputation by maintaining or restoring public confidence in you resulting from a Pollution Condition on, at, under or migrating from Your Location, that has or is likely to result in a Media Event. This limit of liability is the most we will pay regardless of the number of Pollution Condition(s).

B. Green Building Materials Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of $250,000 for any reasonable and necessary expenses incurred by you in the use of Green Building Materials, even when the use of such materials is not necessary, as part of Restoration Costs when otherwise covered under this Policy. This limit of liability is the most we will pay regardless of the number of Pollution Condition(s).
C. **Litigation Expense Coverage**

We will indemnify you up to an aggregate limit of liability of $25,000 for the actual loss of earnings and reasonable and necessary expenses incurred by you for attendance at depositions, hearings, arbitrations, Mediation or trials, at our written request, for Claim(s) covered under this Policy. This limit of liability is the most we will pay regardless of the number of Claim(s), events or persons attending.

D. **Subpoena Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of $25,000 for reasonable and necessary fees and costs of counsel retained by us to advise you regarding the production of subpoenaed documents or to represent you while preparing for or giving testimony in response to a subpoena that is both served on you during the Policy Period and reported by you to us, in writing, during the Policy Period, or, where applicable, the Extended Reporting Period, and arises from a Pollution Condition on, at, under or migrating from Your Location. This limit of liability is the most we will pay regardless of the number of subpoenas served.

SECTION III - DEFINITIONS

A. **Additional Insured** means:

1. any person or entity endorsed onto this Policy as an Additional Insured;
2. all of your first mortgagees for loans on Your Location; or
3. any person or entity, as required by a written contract or agreement signed by the First Named Insured, provided that such written contract or agreement is signed by the First Named Insured prior to the commencement of the Pollution Condition.

Coverage for such Additional Insured only applies for:

a. a Pollution Condition on, at, under or migrating from Your Location;

b. the person’s, entity’s or mortgagee’s liability, to the extent permitted by law, arising out of the First Named Insured’s ownership, occupation, development, operation, maintenance, financing or use of Your Location; and

c. only if the person, entity or mortgagee is named in a suit as a co-defendant with the First Named Insured, alleging that the person or entity is liable on the basis described in Subsection A.3.b. immediately above,

If coverage is required by a written contract or agreement, under Subsection A.3. referenced above, the most we will pay on behalf of the Additional Insured is the lesser of: (i) the amount of insurance required by the written contract or agreement; or (ii) the amount of insurance available under the applicable Limit of Liability set forth in Item (4) of the Declarations. Coverage shall not increase the applicable Limit of Liability set forth in Item (4) of the Declarations.

B. **Additional Named Insured** means any person or entity endorsed onto this Policy as an Additional Named Insured, but solely with respect to the liability of such person or entity as a result of their ownership, occupation, development, operation, maintenance, financing or use of Your Location.

C. **Bodily Injury** means each of the following caused by a Pollution Condition:

1. physical injury, sickness, disease or building related illness sustained by any person, including death resulting therefrom, and any accompanying medical or environmental monitoring; or

2. mental anguish, emotional distress, or shock, sustained by any person.
D. **Business Personal Property of Others** means property of others located on or at Your Location, consisting of the following:

1. furniture and fixtures;
2. machinery and equipment;
3. all other personal property not owned by you but used in your business; or
4. leased Business Personal Property of Others for which you have a contractual responsibility to insure.

Business Personal Property of Others does not include your interest as tenant in improvements and betterments. For use of this definition, improvements and betterments means fixtures, alterations, installations or additions:

a. made a part of the building or structure you do not own; or
b. acquired or made at your expense and which cannot legally be removed.

E. **Carrier** means any person or entity, other than you or any of your subsidiaries or affiliate companies, engaged by you or on your behalf, licensed and in the business of transporting property for hire by land motor vehicle, trailer, semi-trailer, mobile equipment or watercraft.

F. **Claim** means any written demand, notice, or assertion of a legal right, alleging liability or responsibility on your part, and includes, but is not limited to, a lawsuit, petition, order or government or regulatory action commenced against you.

G. **Emergency Remediation Expense** means Remediation Expense incurred by you on an emergency basis that we determine was reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** on, at, under or migrating from Your Location where any delay on your part would cause immediate injury to any person or immediate damage to any property.

H. **First Named Insured** means the person or entity stated in Item (1) of the Declarations.

I. **Green Building Materials** means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:

1. being environmentally preferable or sustainable; or
2. providing enhanced energy efficiency.

J. **Insured** means:

1. the First Named Insured and its parent company;
2. any Additional Insured;
3. any Additional Named Insured endorsed onto this Policy;
4. the First Named Insured's or any Additional Named Insured's current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;
5. the First Named Insured's or any Additional Named Insured's current and former employees,
including a Leased Worker, but solely while acting within the course and scope of their employment or leased worker agreement;

6. the First Named Insured’s heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the First Named Insured otherwise insured herein;

7. any entity of the First Named Insured in which the First Named Insured or entity thereof did or does have at least a fifty percent (50%) or more ownership interest, or management control over, by written agreement;

8. any entity for which the First Named Insured or any entity that falls under Subsection J.7. referenced immediately above has the responsibility, by written contract or agreement, of placing insurance, but only to the extent of the tort liability of the First Named Insured or any entity that falls under Subsection J.7. referenced immediately above;

9. any present or former member, director, officer, shareholder, partner, trustee, employee, spouse, Leased Worker of Subsections J.7. and J.8. referenced immediately above, while any of the foregoing are acting within the course and scope of their duties as such; and

10. the First Named Insured to the extent of its participation in a legal entity, including a limited liability company or joint venture, but only to the extent of the First Named Insured’s legal liability under the respective legal entity.

K. Insured Contract means that part of any written contract or agreement, listed in the Insured Contract Schedule endorsed onto this Policy, under which you assume the tort liability of another party to pay compensatory damages for Bodily Injury, Property Damage or Remediation Expense to a third-person or entity, provided that such written contract or agreement is signed by you prior to the Bodily Injury, Property Damage or Remediation Expense. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

L. Leased Worker means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

M. Legal Expense means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a Claim for Pollution Loss, or in connection with Remediation Expense, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include any of the following:

1. time and expense incurred by you assisting us in the investigation or resolution of a Claim or in connection with Remediation Expense, including but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you;

2. salary charges of our employees; or

3. legal cost, charges and expenses incurred in connection with Emergency Remediation Expense.

N. Low-Level Radioactive Waste and Material means waste or material that when disposed is acceptable for disposal in a near-surface disposal facility or a land disposal facility as defined in 10 CFR 61.2.

O. Media Event means a spontaneous event that results in coverage by any television news or newspapers, in either print or internet editions.

Coverage in e-mails, blogs, vlogs or other private or not for profit media does not constitute a Media Event.
P. **Mediation** means an informal and non-binding dispute settlement process overseen by a neutral third-party approved by us.

Q. **Mold Matter** means mold, mildew or any type or form of fungus, including any mycotoxins, spores, or byproducts produced or released by fungi.

R. **Mold Matter Remediation Standards** means those standards that govern the required investigation and abatement of Mold Matter, as imposed by a Federal, State, Local or Provincial governmental authority pursuant to law or regulation. If no standards have been imposed by such authority, then the standards for investigation and abatement will be those necessary to protect human health at Your Location, as determined in consultation with a Mold Matter Professional, and will be no less than those remediation activities recommended by the New York City Department of Health & Mental Hygiene Guidelines on Assessment and Remediation of Fungi in Indoor Environments (“NYC Guidelines”), or any subsequent amendments thereof.

S. **Mold Matter Professional** means a Certified Industrial Hygienist, or similarly qualified health and safety professional experienced in performing mold investigation and remediation, retained by you with our prior written consent.

T. **Natural Resource Damage** means physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of use of the land or resources to the general public, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, or managed by, held in trust by, appertaining to, or otherwise controlled by the United States including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 et. seq.), any State, Local or Provincial government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. The terms Natural Resource Damage and Natural Resource Damage Assessments are as further defined by statute [CERCLA §§101(6); 107(a)(4)(C); OPA §§1001(5); 1002(b)(2)] and regulation [43 CFR Part 11; 15 CFR Part 990].

U. **Non-Owned Disposal Site** means a location used by you for the treatment, storage or disposal of Pollutants, provided that:

1. the Non-Owned Disposal Site is not managed, operated, owned or leased by you or your affiliate;

2. the Non-Owned Disposal Site is permitted or licensed by the applicable Federal, State, Local or Provincial authorities to accept such Pollutants as of the date the waste or material is treated, stored or disposed at the Non-Owned Disposal Site; and

3. the Non-Owned Disposal Site is not listed on a proposed or final Federal National Priorities List or any State or Provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the Pollutants at the Non-Owned Disposal Site.

V. **Policy Period** means the period stated in Item (2) of the Declarations or any shorter period resulting from cancellation.

W. **Pollutants** mean any solid, liquid, gaseous or thermal irritant, contaminant or hazardous substance, including, but not limited to, acids, alkalis, electromagnetic fields, fumes, bacteria, Low-Level Radioactive Waste and Material, Mold Matter, odors, smoke, soot, toxic chemicals, vapors and waste materials, including medical, infectious and pathological wastes.

X. **Pollution Condition** means:

1. the discharge, dispersal, release, seepage, migration, or escape of Pollutants into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater; the continued discharge, dispersal, release, seepage, migration or escape of such Pollutants comprises a single Pollution Condition;
2. the presence of any uncontrolled or uncontained Pollutants in land, the atmosphere, or any watercourse or body of water including groundwater;

3. the illicit abandonment of Pollutants, or any drums, tanks or similar containers holding such Pollutants, in, on or under the soil or any watercourse or body of water including groundwater, or inside a building leased by you to a tenant, on, at or under Your Location, by anyone other than you, provided that you are without knowledge of the use and/or presence of such Pollutants or any drums, tanks or similar containers holding such Pollutants; and

4. the presence of Mold Matter in or on buildings or structures.

Except as to Subsection X.3. referenced above, a Pollution Condition shall not include the presence of Pollutants in any container or structure that holds or contains Pollutants.

Y. Pollution Loss means each of the following that results from a Pollution Condition that first commenced on or after the Retroactive Date stated in Item (4) of the Declarations, if applicable, or first commenced prior to the Reverse Retroactive Date stated in Item (4) of the Declarations, if applicable:

1. monetary judgment, or settlement that is entered into with our prior written consent (which consent shall not be unreasonably withheld), of compensatory damages for:
   a. Bodily Injury or Property Damage; or
   b. Remediation Expense;

2. with regard to SECTION I – INSURING AGREEMENTS, A. Your Location Coverage and C. Contingent Transportation Coverage, Remediation Expense that is incurred with our prior written consent (which consent shall not be unreasonably withheld);

3. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;

4. punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law;

5. Legal Expense associated with Subsections Y.1. through Y.4. referenced immediately above, that is incurred with our prior written consent (which consent shall not be unreasonably withheld);

Pollution Loss does not include:

   a. injunctive or equitable relief;
   b. the return of fees or charges, or services rendered;
   c. salaries of your employees or any Leased Worker; or
   d. your profit, overhead or mark-up.

Z. Property Damage means each of the following caused by a Pollution Condition:

1. physical injury to or destruction of third-party tangible property, including the resulting loss of use thereof;

2. loss of use of third-party tangible property that has not been physically injured or destroyed;

3. diminished third-party property value, but only where there is physical injury to or the destruction of
such tangible property; or

4. **Natural Resource Damage.**

**Property Damage** does not include **Remediation Expense.**

**AA.** **Remediation Expense** means reasonable and necessary expenses caused by a **Pollution Condition** and incurred to investigate, assess, remove, dispose of, treat, contain or neutralize a **Pollution Condition**, including any associated monitoring and testing costs, to the extent required by:

1. Federal, State, Local or Provincial Laws, Regulations or Statutes, or any subsequent amendments thereof, or **Mold Matter Remediation Standards**, enacted to address a **Pollution Condition**, including any individual or entity acting under the authority thereof; or

2. a legally executed State voluntary program governing the clean-up of a **Pollution Condition**.

**Remediation Expense** shall also include **Legal Expense** associated with Subsections AA.1. and AA.2. referenced immediately above and **Restoration Costs**.

**Remediation Expense** does not include any capital improvements.

**BB.** **Responsible Insured** means any of your officers, directors, partners, members, managers, supervisors or foremen, or any of your employees or agents that have responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance, and any manager of **Your Location**.

**CC.** **Restoration Costs** means reasonable and necessary costs incurred by you to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Remediation Expense**.

However, these costs shall not exceed the **Actual Cash Value** of such real or personal property immediately prior to incurring the **Remediation Expense** or include costs associated with improvements or betterments. **Actual Cash Value** is defined as the cost to replace such real or personal property, immediately prior to incurring the **Remediation Expense**, minus the accumulated depreciation of the real or personal property.

**DD.** **Retroactive Date** means the date stated in Item (4) of the Declarations for each applicable coverage that is specified, if any, or any **Retroactive Date** listed on an endorsement to this Policy.

**EE.** **Reverse Retroactive Date** means the date stated in Item (4) of the Declarations for each applicable coverage that is specified, if any, or any **Reverse Retroactive Date** listed on an endorsement to this Policy.

**FF.** **Transportation** means:

1. the movement by a **Carrier** of your waste or material generated by you, after the Carrier crosses the legal boundary of **Your Location** until the waste or material has arrived and is unloaded at its final destination, provided that the **Pollution Condition** occurs at a location other than **Your Location**; or

2. the loading and movement by a **Carrier** of waste or material, from a location other than **Your Location**, until the Carrier crosses the legal boundary of **Your Location**.

**GG.** **Underground Storage Tank** means any stationary container or vessel, which is ten percent (10%) or more beneath the surface of the ground at **Your Location**, and includes the associated underground piping, underground ancillary equipment and containment system(s) connected thereto, and is:

1. constructed primarily of non-earthen materials; and
2. designed to contain any substance.

For purposes of this definition, associated underground piping means piping leading to and away from the Underground Storage Tank until such piping is above ground or terminates in another Underground Storage Tank, receptacle, dispenser, or crosses the legal boundaries of Your Location.

HH. Your Location means any location listed in the Your Location(s) Schedule endorsed onto this Policy.

SECTION IV - EXCLUSIONS

This Policy does not apply to any Claim, Pollution Loss, Emergency Remediation Expense, or any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGE, directly or indirectly based upon or arising out of:

A. Asbestos and Lead-Based Paint
the existence of, or required removal or abatement of, lead-based paint or asbestos, in any form, in or on any building or structure on or at Your Location, including but not limited to products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

This exclusion does not apply to the existence of, or required removal or abatement of, lead-based paint or asbestos, in any form, in or upon land, the atmosphere (outside of any building or structure), or any watercourse or body of water including groundwater.

B. Communicable Diseases
the exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

C. Contractual Liability
your:
1. assumption of liability in a contract or agreement; or
2. breach of contract or agreement.

This exclusion does not apply to:

a. liability that you would have in the absence of a contract or agreement; or
b. liability assumed by you in an Insured Contract.

D. Divested Location
any Pollution Condition on, at, under or migrating from Your Location, where the actual discharge, dispersal, release, seepage, migration or escape of Pollutants commenced subsequent to the time Your Location was sold, given away, no longer used or leased by you, abandoned by you, or condemned.

E. Employer’s Liability
any injury to:
1. any of your employees, including any Leased Workers under your supervision, directors, partners, principals, members, officers, stockholders or trustees, but solely within the course and scope of their employment or lease agreement and only if such injury arises in the course of:
   a. employment by you; or
   b. performing duties related to the conduct of your business.
2. the spouse, domestic partner, child, parent, brother or sister of anyone set forth in Subsection E.1.
immediately above, as a consequence of any injury to any of the persons described in Subsection E.1. immediately above.

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

This exclusion does not apply to liability you assumed under an Insured Contract.

F. Hostile Acts
any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

G. Insured versus Insured
any Claim made by an Insured against any other Insured.

H. Intentional and Dishonest Acts
1. intentional disregard of, or non-compliance with, any statute, regulation, ordinance, law or order, by you or at your direction or at your agent’s direction; or
2. actual or alleged fraudulent, dishonest, malicious or intentionally or inherently harmful conduct by you.

This exclusion does not apply to any Insured that did not allegedly commit or allegedly participate in committing any of the foregoing described above.

I. Known Circumstances or Conditions
1. a Claim for Pollution Loss or Remediation Expense reported to or known by a Responsible Insured prior to the inception of the Policy Period; or
2. any Pollution Condition, known by a Responsible Insured prior to the inception of the Policy Period, which was not identified by you in the statements, declarations and information contained in the Application for this Policy including any other supplemental materials submitted to us as part of the Application process prior to the inception of the Policy Period or prior to Your Location being endorsed onto this Policy; or
3. a circumstance or condition known by a Responsible Insured prior to the inception of the Policy Period, which was not identified by you in the statements, declarations and information contained in the Application for this Policy including any other supplemental materials submitted to us as part of the Application process prior to the inception of the Policy Period or prior to Your Location being endorsed onto this Policy, where the Responsible Insured should have reasonably foreseen that a Pollution Condition or a Claim for Pollution Loss would result, or Remediation Expense would be incurred.

Any Pollution Condition disclosed in writing to us prior to the inception of the Policy Period or prior to Your Location being endorsed onto this Policy and not otherwise excluded under this Policy is deemed to be first discovered on the date Your Location is endorsed onto this Policy.

J. Material Change in Use or Operations
any material change in the use of, or operations at, Your Location from the use or operations identified by you in the statements, declarations and information contained in the Application for this Policy including any other supplemental materials submitted to us as part of the Application process prior to the inception of the Policy Period or prior to Your Location being endorsed onto this Policy.

K. Products Liability
any goods, materials or products designed, manufactured, sold, handled, distributed, altered, repaired or supplied by you or by others under license or trade name from you, including any container thereof, any
failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, but only if the Pollution Condition took place away from Your Location and after physical possession of such goods or products has been relinquished to others.

This exclusion does not apply to C. Contingent Transportation Coverage as set forth in SECTION I - INSURING AGREEMENTS of this Policy.

L. Property
Damage to any real or personal property owned, leased or operated by you, or in your care, custody or control, even if such damage is incurred to avoid or mitigate Pollution Loss which may be covered under this Policy.

This exclusion does not apply to Restoration Costs or Natural Resource Damage.

Additionally, this exclusion does not apply to a Claim first made against you for damage to Business Personal Property of Others as a result of a Pollution Condition.

M. Radioactive / Nuclear Material
1. material or waste that if disposed must be placed in a geologic repository as defined in 10 CFR 60 or 10 CFR 63 or any other existing or planned disposal facility for waste that would not otherwise qualify as Low-Level Radioactive Waste and Material;

2. radioactive waste or material for which you have coverage under any nuclear insurance policy or have received indemnity from any United States or international government authority or statute, including but not limited to the United States Price Anderson Act (Public Law 100-408) or the United States National Defense Contracts Act (Public Law 85-804);

3. tailings, milling wastes, or products produced by the extraction of uranium or thorium from any ore processed for its source material;

4. any nuclear weapon, engineered assembly, or component thereof designed to cause the release of radiological material or any hazardous substance onto a chosen target or to generate a nuclear detonation; and

5. the existence, required removal or abatement of naturally occurring radioactive materials or technologically enhanced naturally occurring radioactive materials, including but not limited to radon, including, but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

N. Underground Storage Tank
the existence of any Underground Storage Tank on, at or under Your Location.

This exclusion does not apply to:

1. an Underground Storage Tank that is closed, abandoned-in-place or removed prior to the inception of the Policy Period, where performed in accordance with enacted Federal, State, Local or Provincial regulations;

2. an Underground Storage Tank that is identified in the Underground Storage Tank Schedule endorsed onto this Policy;

3. an Underground Storage Tank, the existence of which is unknown by a Responsible Insured prior to the inception of the Policy Period;

4. any flow-through process tank, including oil/water separator; or
5. any storage tank situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

O. Workers’ Compensation and Similar Laws
your obligation under a workers’ compensation, unemployment compensation, or disability benefits law or any similar law.

SECTION V - LIMITS OF LIABILITY AND SELF-INSURED RETENTION AMOUNT

A. Policy Aggregate Limit of Liability
The Policy Aggregate Limit of Liability set forth in Item (3)a. of the Declarations is the most we shall pay for the sum of all Pollution Loss, Emergency Remediation Expense and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS of this Policy, regardless of the number of Pollution Condition(s) or Claim(s).

B. Legal Expense in Addition to the Limits of Liability
Once the applicable Self-Insured Retention Amount has been satisfied, Legal Expense shall not begin to reduce the Policy Aggregate Limit of Liability set forth in Item (3)a. of the Declarations until we have incurred, on behalf of one or more Insureds, Legal Expense in the aggregate of that amount, if any, set forth in Item (3)b. Legal Expense Aggregate Limit of Liability of the Declarations. Once we have incurred the Legal Expense Aggregate Limit of Liability, if any, Legal Expense applies to and reduces each applicable Limit of Liability set forth in Item (4) of the Declarations and the Policy Aggregate Limit of Liability set forth in Item (3)a. of the Declarations.

C. Limit of Liability
Subject to the Policy Aggregate Limit of Liability, set forth in Item (3)a. of the Declarations, the Limit of Liability for each Pollution Condition for each coverage set forth in Item (4) of the Declarations is the most we shall pay for all Pollution Loss and Emergency Remediation Expense, based upon or arising out of the same, related, repeated or continuous Pollution Condition for which insurance is afforded under SECTION I - INSURING AGREEMENTS of this Policy.

D. Self-Insured Retention Amount
The Self-Insured Retention Amount set forth in Item (4) of the Declarations must first be satisfied by payments by you that have been made with our prior written consent (which consent shall not be unreasonably withheld), or by covered Emergency Remediation Expense, before we have any obligation to pay any amounts under the Policy. The Self-Insured Retention Amount must be paid by you and be uninsured and cannot be satisfied by payments made under another insurance policy. In the event that you or the person or entity designated by the First Named Insured does not satisfy the Self-Insured Retention Amount, the First Named Insured is responsible for the Self-Insured Retention Amount obligation.

Subject to the Limits of Liability set forth in Item (4) of the Declarations, we are liable only for that portion of Pollution Loss and Emergency Remediation Expense under SECTION I - INSURING AGREEMENTS of this Policy in excess of the Self-Insured Retention Amount for each Pollution Condition, if any, set forth in Item (4) of the Declarations for each such coverage.

Legal Expense applies to and reduces each applicable Self-Insured Retention Amount set forth in Item (4) of the Declarations and the Legal Expense Aggregate Limit of Liability set forth in Item (3)b. of the Declarations.

If you mutually agree with us to use Mediation to resolve a Claim and the Claim is subsequently resolved as a direct consequence of Mediation, the Self-Insured Retention Amount applicable to said Claim shall be reduced by fifty percent (50%), subject to a maximum reduction of no more than $25,000. In the event you
owe any portion of the Self-Insured Retention Amount, it shall be paid to us within thirty (30) days following receipt of the executed, full and final release of the Claim.

E. Multiple Insured(s) and Multiple Related Claim(s)

1. The number of Insureds covered by this Policy shall not operate to increase any Limits of Liability or Legal Expense set forth in Item (4) and Item (3)b. of the Declarations, or as set forth in SECTION II - SUPPLEMENTAL COVERAGES, notwithstanding any other provision of this Policy.

2. All Pollution Loss, Emergency Remediation Expense, and any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, incurred over one or more Policy Period(s) and arising out of the same, related, repeated or continuous Pollution Condition shall be treated as having resulted from a single Pollution Condition, subject to:
   a. a single Limit of Liability;
   b. a single Self-Insured Retention Amount; and
   c. shall not operate to increase any Limits of Liability or Legal Expense set forth in Item (4) or Item (3)b. of the Declarations.

The Pollution Loss, Emergency Remediation Expense and any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, will be subject to the same Limits of Liability and Self-Insured Retention Amount in effect at the time the Pollution Condition was first reported to us, in writing, by you, during the Policy Period, or, where applicable, the Extended Reporting Period.

3. Multiple Claim(s) against one or more Insureds arising out of the same, related, repeated, or continuous Pollution Condition shall be treated as a single Claim. All such Claim(s) whenever made, shall be considered first made on the date the earliest such Claim(s) was first made and only the policy providing coverage for the earliest Claim(s) shall afford coverage.

4. If more than one coverage applies to the whole or a part of a Pollution Loss treated as having resulted from a single Pollution Condition pursuant to this section, then only the highest Pollution Condition Limit of Liability of the applicable limits set forth in Item (4) of the Declarations applies.

5. If more than one coverage applies to the whole or a part of a Pollution Loss treated as having resulted from a single Pollution Condition pursuant to this section, then only the highest Pollution Condition Self-Insured Retention Amount of the applicable Self-Insured Retention Amounts set forth in Item (4) of the Declarations applies.

F. Exhaustion of Applicable Limit of Liability

Once any applicable Limit of Liability set forth in Item (3) or Item (4) of the Declarations, or set forth in SECTION II - SUPPLEMENTAL COVERAGES, has been exhausted, we have no obligation to:

1. defend or continue to defend any Claim by paying Legal Expense under that applicable Limit of Liability; or

2. pay any Pollution Loss or Emergency Remediation Expense, SECTION II - SUPPLEMENTAL COVERAGES, or any other amounts under that applicable Limit of Liability.

SECTION VI – EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period
The Automatic Extended Reporting Period only applies to insurance afforded by this Policy under SECTION I – INSURING AGREEMENTS, A. Your Location Coverage, C. Contingent Transportation Coverage, and D. Non-Owned Disposal Site Coverage.

In the event of non-renewal or cancellation of this Policy by the First Named Insured, you shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium, commencing on the last day of the Policy Period, subject to the following terms and conditions:

1. The Automatic Extended Reporting Period shall apply to a Claim first made against you during the Policy Period and reported to us, in writing, by you during the Automatic Extended Reporting Period and otherwise covered by this Policy.

2. The Automatic Extended Reporting Period shall also apply to a Claim first made against you during the Automatic Extended Reporting Period, resulting from a Pollution Condition first discovered by you and reported to us, in writing, by you during the Policy Period and otherwise covered by this Policy. In this case, the Claim shall be deemed to have been made against you on the last day of the Policy Period.

3. The Automatic Extended Reporting Period shall also apply to a Pollution Condition first discovered by you during the Policy Period and reported to us, in writing, by you within the Automatic Extended Reporting Period and otherwise covered under this Policy.

4. The ninety (90) day Automatic Extended Reporting Period does not apply where:
   a. this Policy is terminated for fraud, misrepresentation or non-payment of premium as described in SECTION VIII. CONDITIONS, D. Cancellation, Subsections 2.a., 2.b. and 2.c.;
   b. you have purchased other insurance to replace this Policy, which provides coverage for a Claim and/or Pollution Condition; or
   c. the Pollution Condition was first discovered by you during the Automatic Extended Reporting Period.

B. Optional Extended Reporting Period

The Optional Extended Reporting Period only applies to insurance afforded by this Policy under SECTION I – INSURING AGREEMENTS, A. Your Location Coverage, C. Contingent Transportation Coverage, and D. Non-Owned Disposal Site Coverage.

In the event of non-renewal or cancellation of this Policy by the First Named Insured, the First Named Insured may purchase an Optional Extended Reporting Period, subject to the following terms and conditions:

1. The Optional Extended Reporting Period becomes effective upon payment of an additional premium. Regardless of the period purchased for the Optional Extended Reporting Period, the additional premium will be not more than one hundred percent (100%) of the total premium of this Policy. The Optional Extended Reporting Period commences on the last day of the Policy Period and becomes effective for up to three (3) consecutive three-hundred and sixty-five (365) day periods. The ninety (90) day Additional Reporting Period, if applicable, will be merged into the Optional Extended Reporting Period and is not in addition to the Optional Extended Reporting Period.

2. The First Named Insured must request the purchase of the Optional Extended Reporting Period in writing to us within thirty (30) days following the termination of this Policy and pay the premium to us promptly when due.

3. If purchased, the Optional Extended Reporting Period applies to:
   a. a Claim first made against you or by you, as applicable, during the Policy Period and
reported by you to us, in writing, during the Optional Extended Reporting Period, and that is otherwise covered by this Policy; or

b. a Claim first made against you during the Optional Extended Reporting Period, resulting from a Pollution Condition first discovered by you and reported to us, in writing, by you during the Policy Period and otherwise covered by this Policy. In this case, the Claim shall be deemed to have been made against you on the last day of the Policy Period.

4. Notwithstanding anything to the contrary above, the Optional Extended Reporting Period does not apply where:

a. this Policy is terminated for fraud, misrepresentation or non-payment of premium or cancelled on any ground set forth in Subsections 2.a., 2.b. 2.c., of SECTION VIII - CONDITIONS, D. Cancellation; or

b. you have obtained other insurance from any entity other than us or our affiliate, effective after the end of the Policy Period, where such other insurance affords coverage, in whole or in part, for a Claim and/or Pollution Loss; or

c. the Pollution Condition was first discovered by you during the Automatic Extended Reporting Period.

5. The Optional Extended Reporting Period shall be non-cancellable. At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered one hundred percent (100%) fully earned.

6. The Limits of Liability applicable to the Optional Extended Reporting Period shall be the Limits of Liability remaining under the terminated policy.

7. The quotation of different terms and conditions by us and the First Named Insured’s choice not to accept those quoted terms and conditions shall not be construed as non-renewal of this Policy.

SECTION VII - REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

A. Admission of Liability and Recommended Settlement

As a condition precedent to the coverage hereunder:

You shall not admit liability with respect to any Claim without our prior written consent.

If we recommend a settlement of a Claim:

1. for an amount within the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, we shall not be liable for any Pollution Loss, and any other coverage afforded by endorsement; or

2. for a total amount in excess of the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, our liability for Pollution Loss, and any other coverage afforded by endorsement, shall be limited to that portion of such recommended amount, plus the Legal Expense incurred as of the date we recommended such settlement amount, which exceeds the Self-Insured Retention Amount, but falls at or within the Limits of Liability.

B. Defense

We have the right and duty to defend any Claim against you seeking Pollution Loss to which this insurance applies, subject to satisfaction of the Self-Insured Retention Amount, even if any of the allegations against
you are groundless, false or fraudulent. We shall have the right, but not the duty, to defend you against any Claim for Pollution Loss where the Self-Insured Retention Amount has not yet been satisfied. We shall also have the right to select counsel to defend you in connection with any Pollution Condition covered under this Policy. If we exercise such rights set forth above, you must promptly reimburse us for any payments made by us within the Self-Insured Retention Amount, if any. However, we have no duty to defend any Claim against you to which this insurance does not apply.

C. Duties

As a condition precedent to the coverage hereunder:

1. You shall notify us of each of the following, as soon as practicable:
   a. a Claim;
   b. Bodily Injury or Property Damage which may result in a Claim;
   c. a Pollution Condition; and
   d. Remediation Expense.

2. You shall forward to us, or to any of our authorized agents, all demands, notices, summons, legal papers or orders received by you or your representative as soon as practicable.

3. You shall provide to us, whether orally or in writing, notice of the particulars including the time, place and circumstances of the Claim, Pollution Condition, Bodily Injury, Property Damage or Remediation Expense, along with the names and addresses of any injured persons or witnesses. In the event of oral notice, you shall furnish to us a written notice of such particulars as soon as practicable.

4. You shall cooperate with us with respect to any coverage sought under this Policy. Upon our request, you shall submit to examination under oath by a representative of us.

5. You shall attend hearings, depositions and trials and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and otherwise cooperate in the investigation or defense of a Claim. You shall further cooperate with us and do whatever is necessary to secure and effect any rights of indemnity, contribution apportionment or subrogation which you or we may have.

SECTION VIII – CONDITIONS

A. Action Against Us

No action by a third-party to this Policy shall lie against us unless, as a condition precedent thereto:

1. you have fully complied with all of the terms of this Policy; and

2. the amount you are obligated to pay has been finally determined either by judgment against you after actual trial or by written agreement of you, the claimant and us.

Any person or entity that has secured such judgment or entered into such written contract or agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join us as a party to any action against you to determine your liability, nor shall we be brought into such action by you or your legal representative.

B. Assignment
This Policy cannot be assigned without our prior written consent. Such consent shall not be unreasonably withheld or delayed.

C. Bankruptcy or Insolvency

Your bankruptcy or insolvency, or that of your estate, shall not relieve us of any of our obligations under this Policy.

D. Cancellation

The following apply to this Policy:

1. Cancellation by the First Named Insured:

   This Policy may be canceled by the First Named Insured by mailing to us written notice stating when thereafter the cancellation shall be effective. The mailing of such notice must be sent certified mail, return receipt requested, or by electronic mail. The effective date and time of cancellation stated in the written notice shall become the end of the Policy Period.

   The Minimum Earned Premium for this Policy shall be the percentage stated in Item (6) of the Declarations of the total premium for this Policy. This means that such percentage of the total premium for this Policy is fully earned by us on the inception of the Policy Period. The First Named Insured is not entitled to any return of the Minimum Earned Premium upon cancellation.

   If the Minimum Earned Premium is less than one hundred percent (100%) of the total premium for this Policy, and the First Named Insured cancels this Policy, then the amount of premium returnable after the minimum premium earned is retained by us shall be computed in accordance with the customary short rate table and procedure.

2. Cancellation by Us:

   This Policy may be canceled by us by mailing to the First Named Insured, at the address shown in Item (1) of the Declarations, written notice stating when not less than ninety (90) days thereafter [or fifteen (15) days for non-payment of premium] such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the written notice shall become the end of the Policy Period.

   We may cancel this Policy at any time, but only for the following reasons:

   a. you made a material misrepresentation which affects our assessment of the risks insured by this Policy;

   b. you breached or failed to comply with Policy terms, conditions, contractual duties, or any of your obligations under this Policy or at law; or

   c. you failed to pay the premium, the Self-Insured Retention Amount or any Deductible.

   If we cancel this Policy for reasons set forth in Subsections D.2.a. or D.2.b. referenced immediately above, then the amount of premium returnable to the First Named Insured is computed on a pro-rata basis. If we cancel this Policy for reasons set forth in Subsection D.2.c. above, there shall be no return premium.

   In the event of cancellation by us for any ground referred to in Subsection D.2.b. referenced immediately above, you shall have ninety (90) days from the date of notice of cancellation to remedy each breach and each failure that a is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such
ninety (90) day period and are satisfactory to us, we shall rescind the Notice of Cancellation with a written confirmation to the First Named Insured.

3. The following provisions also apply to Subsections D.1. and D.2. above:

a. The premium adjustment shall occur as soon as practicable after cancellation becomes effective; however, payment of unearned premium is not a condition of cancellation by us.

b. If a Claim for Pollution Loss is made against you, a Pollution Condition is discovered or coverage is otherwise requested from us by you, during the Policy Period, or, where applicable, the Extended Reporting Period, then the premium shall be considered one hundred percent (100%) earned, and the First Named Insured is not entitled to any return of premium upon cancellation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not constitute a waiver or a change in any part of this Policy or estop us from asserting any right under the terms of this Policy. The terms and conditions of this Policy cannot be waived or changed, except by endorsement issued by us to form a part of this Policy.

F. Choice of Law and Jurisdiction and Venue

All matters arising from or related to this Policy, including, without limitation, questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York’s conflicts of law rules).

It is agreed that, in the event of any dispute arising from or related to this Policy, including, without limitation, questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, we and the Insured will submit to the jurisdiction of any court (state or federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the right of us or the Insured to remove an action to a United States District Court, regardless of the jurisdiction in which an action is commenced.

G. Declarations and Representations

By acceptance of this Policy, you agree that:

1. the statements, declarations and information contained in the Application for this Policy, including any other supplemental materials submitted to us as part of the Application process, are true, correct and complete;

2. all such statements, declarations, supplemental materials and information are material to our underwriting of this Policy;

3. this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations, supplemental materials and information, and

4. the Application for this Policy, including all statements, declarations, information and other supplemental materials submitted to us as part of the Application process, are incorporated in and made part of this Policy.

H. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and
I. Inspection and Audit

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, and your operations at **Your Location**, at any time, as far as they relate to the subject matter of this Policy.

Our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, does not constitute an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

J. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number in this Policy’s Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

K. Severability

Except with respect to the Limits of Liability, the Self-Insured Retention Amount and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Insured** were the only **Insured**; and

2. separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

L. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, any policy buy back and the exercise of the rights provided in SECTION VI – EXTENDED REPORTING PERIOD.

M. Subrogation and Recoupment

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all your rights of recovery against any person or entity, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party’s share in the recovery bears to the total recovery amount.
However, we waive our right of recovery against any person or entity if and to the extent you agree to waive your right of recovery against such person or entity in a written contract or agreement signed by you prior to:

1. a Claim or Pollution Loss; or

2. the first commencement of a Pollution Condition out of which the Claim or request for Pollution Loss or Emergency Remediation Expense arises under SECTION I - INSURING AGREEMENTS.

N. Territory

This Policy only applies to a Claim that is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

This Policy does not apply to any Claim for which payment would be in violation of the laws of the United States including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, such as the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.