



# Public Entity Pollution Liability (APEEL)

## COVERAGE SUMMARY

### QUESTIONS:

**Mimi Long**  
(415) 403-1423  
[mlong@alliant.com](mailto:mlong@alliant.com)

**Van Rin**  
(415) 403-1408  
[vrin@alliant.com](mailto:vrin@alliant.com)



**INSURER:**  
Interstate Fire &  
Casualty Insurance  
Company

**POLICY NO.**  
EIL1000041

**A.M. BEST RATING:**  
A+ (Superior)  
XV (\$2Billion or greater)

**S&P RATING:**  
AA, Very Strong

**POLICY TERM:**  
July 1, 2019 to  
July 1, 2020

**RETROACTIVE DATE:**  
July 1, 2011

### HOW TO REPORT A CLAIM:

**IMMEDIATE NOTICE** should be made to:

Allianz Global Corporate & Specialty  
Attn: FNOL Claims Unit  
1 Progress Point Parkway, 2<sup>nd</sup> Floor  
O'Fallon, MO 63368  
800-558-1606  
Fax – 800-323-6450  
Email – [newloss@aqcs.allianz.com](mailto:newloss@aqcs.allianz.com)

and

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

949-260-5088  
Fax - 949-756-2713  
Email – [Akbar.sharif@alliant.com](mailto:Akbar.sharif@alliant.com)

### Emergency and After Hours Reporting:

**Robert Frey**  
(415) 403-1445  
(415) 518-8490 (Cell)  
[rfrey@alliant.com](mailto:rfrey@alliant.com)

### MEMBER ACTION REQUIRED:

1. Claims are required to be discovered and reported within the current policy period.
2. Coverage only applies to pollution conditions or indoor environmental conditions that first commence, in their entirety, on or after the retroactive date (July 1, 2011) and prior to policy expiration.

### COVERED ENTITIES:

California State University Risk Management Authority, the California State University, and all California State University Auxiliary Organization

### COVERED LOCATION:

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.

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### COVERAGE:

#### 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 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 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, 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 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 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 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 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.

**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 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.

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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.

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.

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.

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.

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.

Illicit Abandonment is included in the definition of pollution condition.

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

Defense Costs and Expenses are within Limits of Liability.

The insurance afforded by this Policy shall apply as primary to any other valid, collectible insurance, with the exception of the following: policies specifically written to be in excess of this policy, the APIP Property policy, any standalone pollution policy, losses due to or associated with products pollution, any tank fund, or any loss arising in whole or in part to microbial matter or legionella pneumophila.

Blanket Underground Storage Tank coverage included, with a self-insured retention of \$750,000. Note: Does not meet financial assurance requirements.

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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. Under such primary insurance policy shall erode the \$750,000 per pollution condition self-insured retention.

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: (1) The waste materials are generated from the Insured's own site, transportation, or covered operations; (2) 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; (3) 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.

### LIMITS:

\$7,000,000	Own Site Clean-Up Costs
\$7,000,000	Off Site Clean-Up Costs
\$7,000,000	Third Party Claims for Bodily Injury or Property Damage
\$7,000,000	Emergency Response Costs
\$7,000,000	Transportation
\$7,000,000	Non-Owned Locations
\$7,000,000	Covered Locations
\$7,000,000	Business Interruption
\$7,000,000	Policy Aggregate

\* The insurer has a duty to defend.

### DEDUCTIBLE / SELF-INSURED RETENTION:

\$250,000	Per Pollution Condition or Indoor Environmental Condition
\$250,000	Per Operations Conditions
\$50,000	Per Pollution condition or Indoor Environmental Condition for location associated with <b>Auxiliary services</b>
\$50,000	Per Pollution condition arising from Covered Operations for locations associated with <b>Auxiliary services</b>
3 Days	Per Pollution Condition or Indoor Environmental Condition – Business Interruption

### EXTENDED REPORTING PERIOD:

90 Days Automatic Basic Extended Reporting Period

33 Months Optional Extended Reporting Period available for not more than 200% of full policy premium

### EXCLUSIONS: *Including but not limited to:*

Coverage does not apply to any claim or loss from:

1. Asbestos and Lead Based Paint. This exclusion does not apply to claims for bodily injury or property damage, or clean-up costs for the remediation of soil, surface water,

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- or groundwater, or clean-up costs that arise out of the inadvertent disturbance of asbestos or asbestos containing materials or lead-based paint.
2. Contractual Liability – Does not apply liability that the Insured would have had in the absence of the contract or agreement, or the contract or agreement is an insured contract.
  3. Employer Liability
  4. Criminal fines, penalties or assessments
  5. Internal Expenses – Does not apply internal expenses incurred in response to emergency response costs, or pursuant to environmental laws that require immediate remediation of a pollution condition.
  6. Insured vs. Insured
  7. Intentional Noncompliance - does not apply to noncompliance based upon the Insured's good faith reliance upon the written advice of qualified outside counsel received in advance of such noncompliance, or the insured's reasonable response to mitigate a pollution condition or loss, provided that such circumstances are reported in writing to the Insurer within three (3) days of commencement.
  8. Prior Knowledge / Non-Disclosure
  9. Known Claims
  10. Landfills, Recycling Facilities, or Oil and/or Gas Producing or Refining Facilities
  11. 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.
  12. Airports – Defined as an Insured's own site whereby enplanement occurs and/or cargo is moved for a fee and the following operations are conducted: storage, transportation and dispensing of fuel and/or de-icing solutions.
  13. Change in Intended Use or Operation – Loss arising from a material change in use or operations. For purposes of determining whether a change is material, any change in use that results in more stringent remediation standards than those imposed on the insured's own site at the effective date of the period of insurance shall be considered material. This exclusion does not apply to covered operations that are performed with respect to uses and operations that are within the capacity of a public entity.
  14. Professional Liability
  15. Regulatory Compliance – Does not apply to any such non-compliance that occurs subsequent to release from a covered underground storage tank.
  16. Cyber Event - Does not apply to losses covered by the Cyber Event coverage in this policy.
  17. Work Product
  18. Sewage Backup - Does not apply to an Insured's own site.
  19. Nuclear fuel, assemblies and components
  20. Offshore operations
  21. Property Damage to Conveyances - does not apply to loss or claims arising from the Insured's negligence
  22. Workers Compensation
  23. Lead Contaminated Water
  24. War