



# Public Entity Pollution Liability

## COVERAGE SUMMARY

**INSURER:**

Alliant Property Insurance Program (APIP) – Lloyd’s of London

**POLICY TERM:**

July 1, 2016 to July 1, 2017

**RETROACTIVE DATE:**

July 1, 2011

**COVERED LOCATION:**

1. All locations included on the Member’s Property Schedule
2. Any non-owned disposal site – *for third-party claims only*

**COVERED OPERATIONS:**

Covered operations means transportation and any operations that are identified in the application and any supporting documentation provided prior to the inception date, which are performed by or on behalf of a named insured outside the physical boundaries of a covered location. Includes spraying operations, street construction and repair, utility construction and repair, and refuse collection.

**COVERAGE:**

This policy provides coverage for:

1. Third party bodily injury or property damage, remediation costs and associated legal defense expense arising out of a pollution condition on, at, under, or migrating from a covered location, provided that the pollution condition commences on or after the retroactive date
2. Third party bodily injury, property damage, remediation costs and associated legal defense expense resulting from a covered operation, provided that the pollution condition commences on or after the retroactive date.
3. An actual business interruption loss resulting from the discovery of a covered pollution condition
4. Catastrophe management costs
5. Emergency response costs

**LIMITS:**

- \$7,000,000 Per Pollution Condition (Covered under two separate policies)
- \$7,000,000 Per Pool Aggregate
- \$7,000,000 Business Income & Extra Expense
- \$500,000 Catastrophe Management Expense
- \$4,500,000 Fungi and Legionella

**SELF-INSURED RETENTION:**

- \$50,000 Per Pollution Condition – Auxiliary Organizations (for the first \$5,000,000 of the loss)
- \$75,000 Per Pollution Condition – Auxiliary Organizations (for losses in excess of \$5,000,000 up to \$7,000,000)
- 3 Days Business Interruption (plus 4 additional days if the loss is in excess of \$5,000,000)
- \$100,000 Catastrophe Management Expense
- \$750,000 Underground Storage Tanks

**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)

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*

### EXCLUSIONS:

1. Asbestos
2. Contractual Liability
3. Divested Property
4. Employer's Liability
5. Failure to Follow Asbestos and/or LBP Management Plan
6. Fines and Penalties
7. First Party Property Damage – *Does not apply to remediation costs*
8. Fraud or Misrepresentation
9. Insured's Internal Expenses
10. Insured vs. Insured
11. Intentional Non-Compliance
12. Landfills and Recycling Facilities – *leased, owned or operated*
13. Lead-Based Paint
14. Material Change in Risk
15. Naturally Occurring Materials
16. Pre-Existing Conditions
17. Products Liability
18. Professional Liability
19. Regulatory Compliance
20. Underground Storage Tanks
21. Vehicles
22. War or Terrorism
23. Work Product

### HOW TO REPORT A CLAIM:

**IMMEDIATE NOTICE** should be made to ACE Environmental Risk:

To: ACE Environmental Risk Claims Manager  
ACE USA Claims  
P.O. Box 5103  
Scranton, PA 18505-0510  
(888) 310-9553

[casualtyriskenvironmentalfirstnotice@acegroup.com](mailto:casualtyriskenvironmentalfirstnotice@acegroup.com)

cc: Alliant

Michelle Maffei  
(415) 403-1418  
[mmaffei@alliant.com](mailto:mmaffei@alliant.com)

Elaine Kim  
(415) 403-1458  
[ekim@alliant.com](mailto:ekim@alliant.com)

#### After Hours Reporting:

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