Allianz Global Corporate & Specialty®

Insurance policy

Commercial Lines Policy





Interstate Fire & Casualty Company 225 West Washington Street, Suite 1800, Chicago, IL 60606-3484

THIS POLICY CONSISTS OF:

- DECLARATIONS
- ONE OR MORE COVERAGE PARTS.

A COVERAGE PART CONSISTS OF:

- ONE OR MORE COVERAGE FORMS
- APPLICABLE FORMS AND ENDORSEMENTS

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

Julia. Gam

President and Chief Executive Officer

William Sculdafir

IFC-DS 1003 (08-16) Page 2 of 2



POLICY NUMBER: USL00889820

ENVIRONMENTAL LIABILITY POLICY DECLARATIONS ENVIRONMENT PROTECT PREMISES

THIS IS A CLAIMS-MADE POLICY. PLEASE READ THIS POLICY CAREFULLY.

INSURER: PRODUCER:

Interstate Fire and Casualty Insurance Company

225 West Washington Street, Suite 1800

Chicago, IL 60606-3484

Alliant Insurance Services, Inc

1301 Dove Street, Suite 200

Newport Beach, CA 92660

a Stock insurance company incorporated under the laws

of Illinois, herein called the Company

ITEM 1. FIRST NAMED INSURED

California State University Risk Management Authority

MAILING ADDRESS 100 Pine Street 11th Floor

San Francisco, CA 94111

ITEM 2. PERIOD OF INSURANCE FROM July 1, 2020 TO July 1, 2021

At 12:01 A.M at the address of the First Named Insured shown above.

ITEM 3. RETROACTIVE DATE July 1, 2011

ITEM 4. PREMIUM

Policy Premium \$ 150,750
Certified Terrorism Premium \$ 4,523

Total Premium \$ 155,273

ITEM 5. ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION

See Forms and Endorsements List attached

ITEM 6. AGGREGATE LIMITS OF LIABILITY

\$5,000,000

ITEM 7: PURCHASED COVERAGE SECTIONS - DEDUCTIBLES AND LIMITS OF LIABILITY

Coverage is applicable only under the purchased Coverage Part(s) selected below. If there is no entry for a Coverage Part that Coverage Part has not been purchased. Deductibles and Limits of Liability are completed in this Item 7, only for purchased Coverage Part(s).

Purchasing Insuring Agreement	Each Incident Deductible	Each Incident Limit	Coverage Section Aggregate Limit
A. Own Site Clean Up Costs	\$ 250,000	\$ 5,000,000	\$ 5,000,000
B. Off site Clean-Up Costs	\$ 250,000	\$ 5,000,000	\$ 5,000,000
C. Third Party Claims for Bodily Injury or Property Damage	\$ 250,000	\$ 5,000,000	\$ 5,000,000

AGRL-PO 1005 (07-18)



D.	Emergency Response Costs	\$ 250,000	\$ 5,000,000	\$ 5,000,000
E.	Transportation	\$ 250,000	\$ 5,000,000	\$ 5,000,000
F.	Non-owned Locations	\$ 250,000	\$ 5,000,000	\$ 5,000,000
G.	Covered Operations	\$ 250,000	\$ 5,000,000	\$ 5,000,000
Н.	Business Interruption	3 Day	\$ 5,000,000	\$ 5,000,000

ITEM 8. NOTICES

1. Notices to First Named Insured

California State University Risk Management Authority 100 Pine Street 11th Floor San Francisco, CA 94111

2. Notices to the Company of any matter or factor that may give rise to coverage under the Policy, including without limitation, occurrences, crises, emergencies, claims or pollution conditions, or imminent threats

Interstate Fire and Casualty Insurance Company 225 West Washington Street, Suite 1800 Chicago, IL 60606-3483

 All other notices to the Company Interstate Fire and Casualty Insurance Company 225 West Washington Street, Suite 1800 Chicago, IL 60606-3483

Surplus Lines Broker Name Michael McIntosh

Alliant Insurance Services, Inc

Surplus Lines Broker Address 1301 Dove Street, Suite 200

Newport Beach, CA 92660

This Declarations page, together with the attached Policy form, any applications, schedules and endorsements thereto, will constitute the contract between the Company and the Insured.

AGRL-PO 1005 (07-18) Page 2 of 2



FORMS AND ENDORSEMENT LIST

NAMED INSURED: California State University Risk Management Authority

POLICY NUMBER: USL00889820 **EFFECTIVE DATE:** July 1, 2020

The following policy forms and endorsements have been attached to and made a part of the policy at inception.

End#	Endorsement Title	Form #
	ENVIRONMENT PROTECT PREMISES POLICY	AGRL-PO 1005 (07-18)
	DECLARATIONS	
	FORMS AND ENDORSEMENT LIST	AGR-DS 1002 (11-03)
	POLICY HOLDER INFORMATION –	AGRL-PO 8005 (11-16)
	ENVIRONMENTAL EMERGENCY RESPONSE AND CLAIMS INVESTIGATION SERVICES	
	CLAIM REPORTING OPTIONS	20054 (1-17)
	ENVIRONMENT PROTECT PREMISES POLICY	AGRL-PO 2010 (09-16)
	OFAC POLICYHOLDER NOTICE	AGR-IL 8003 (01-05)
	CERTIFIED ACTS OF TERRORISM COVERAGE	,
1.	CERTIFIED ACTO OF TERRORION GOVERNOE	AGRL-PO 5041 (10-16)
	CRISIS MANAGEMENT RESPONSE COST AND	AGRL-PO 4201 (01-17)
2.	CRISIS MANAGEMENT LOSS COVERAGE	
	EXTENSION	
3.	SCHEDULE OF APPROVED CRISIS	AGRL-CU 1601 (07-17)r
	MANAGEMENT FIRMS	ACDL DO 4202 04 40
4.	CYBER EVENT COVERAGE ENDORSEMENT	AGRL-PO 4202 01 19
5.	MINIMUM EARNED PREMIUM, CANCELLATION AND MATERIAL CHANGE IN USE EXCLUSION	MANUSCRIPT
J.	ENDORSEMENT	
	NAMED INSURED - SCHEDULED ENTITIES	MANUSCRIPT
6.	ENDORSEMENT	WANGOOTTII T
	DEFINITION OF INSURED'S OWN SITE AND	MANUSCRIPT
7.	RETROACTIVE DATE ENDORSEMENT	
8.	NEW CONDITIONS ONLY COVERAGE	MANUSCRIPT
0.	ENDORSEMENT	
9.	MICROBIAL MATTER SUB-LIMIT ENDORSEMENT	MANUSCRIPT
10.	AMENDATORY ENDORSEMENT	MANUSCRIPT
10.	LEAD EVOLUCION (DOTABLE MATER)	MAANI IOODIDT
11.	LEAD EXCLUSION (POTABLE WATER) ENDORSEMENT	MANUSCRIPT
40	AUTOMATIC ACQUISITION ENDORSEMENT	MANUSCRIPT
12.		
13.	KNOWN CLAIM(S) EXCLUSION ENDORSEMENT	MANUSCRIPT
14.	DEFINITION OF ENVIRONMENTAL LAW	MANUSCRIPT
14.	AMENDATORY ENDORSEMENT	
15.	NON-COVERED ENTITIES CONFIRMATION	MANUSCRIPT
	ENDORSEMENT	



16.	PRODUCTS POLLUTION COVERAGE ENDORSEMENT	MANUSCRIPT
17.	SELF INSURED RETENTION ENDORSEMENT	MANUSCRIPT
18.	MICROBIAL MATTER DEDUCTIBLE ENDORSEMENT	MANUSCRIPT
19.	COVERAGE D AMENDATORY ENDORSEMENT	MANUSCRIPT
20.	COVERED OPERATIONS DEDUCTIBLE AMENDATORY ENDORSEMENT	MANUSCRIPT
21.	DEFINITION OF COVERED OPERATION ENDORSEMENT	MANUSCRIPT
22.	LIMITS OF LIABILITY AND DEDUCTIBLE AMENDATORY ENDORSEMENT	MANUSCRIPT
23.	PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) AND RELATED CHEMICALS OR PRODUCTS EXCLUSION ENDORSEMENT	AGRL PO 5301 02 20
24.	VIRUS AND COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT	AGRL PO 5302 03 20



Policyholder Information Environmental Emergency Response and Claim Investigation Services

(RETAIN FOR YOUR RECORDS)

Please read the information below, the Coverage Form and all attached endorsements in their entirety. If you have any questions, please contact your broker.

FOR EMERGENCY RESPONSE TO ENVIRONMENTAL INCIDENTS

As part of our commitment to customer service Allianz Global Corporate & Specialty (Allianz) has named HETI as an approved provider of environmental emergency response and claim investigation services to our insureds.

HETI is a full-service environmental company founded in 1986. Their staff of environmental engineers, industrial hygienists, geologists, hydrogeologists and remedial experts has developed specific expertise in environmental incidents.

As an Allianz insured, you can call on **HETI** twenty-four hours a day, seven days a week for emergency response services for environmental incidents.

HETI's 24/7, toll-free, emergency response hotline number is:

(1-800-347-HETI)

HETI can also respond to your questions about regulatory reporting issues/requirements, spill containment and remediation techniques. HETI will contact you directly with additional information.

ALWAYS REPORT THE INCIDENT TO US AND YOUR AGENT OR BROKER

In the event of any incident that may be covered under this policy, whether or not the HETI has been contacted, the incident should be reported to us by phone or email as soon as practicable by phone or email.

Phone: 1-800-558-1606

Email: NewLoss@agcs.allianz.com

REFER TO THE CLAIM AND NOTICE REQUIREMENTS WITHIN THE CONDITIONS OF YOUR POLICY WITH RESPECT TO ANY POLLUTION CONDITION THAT MAY RESULT IN A CLAIM.

Claim Reporting Options

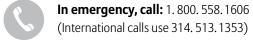
Allianz Global Corporate & Specialty policies

- Aviation (US and Canada)
- Corporate Liability
- Corporate Property
- Energy
- Engineering

- Environmental Impairment Liability
- Inland Marine
- Marine Property & Liability
- Ocean Cargo
- Transportation



Email: NewLoss@agcs.allianz.com







Mail:

Allianz Global Corporate & Specialty Attn: FNOL Claims Unit One Progress Point Parkway, 2nd Floor O'Fallon, MO 63368

Fireman's Fund policies

- Auto
- Entertainment
- Farm & Ranch
- Financial Lines
- Liability

- Property/HPR
- Small Business
- Workers Compensation



Web reporting:

www.agcs.allianz.com/usclaims



Email:

CIFNOL@ffic.com



In emergency, call:

1.888.347.3428



Fax:

1.800.511.3720



Mail:

Allianz Global Corporate & Specialty Attn: FFIC FNOL Claims Unit One Progress Point Parkway, 2nd Floor O'Fallon, MO 63368







ENVIRONMENT PROTECT PREMISES

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered. Words and phrases that appear in **bold** type have special meaning. Refer to the section titled – **DEFINITIONS**. All of the coverages contain claims-made and reported requirements. This policy provides defense within the limits of coverage.

In consideration of the payment of premium, in reliance upon the statements of the Declarations made a part hereof, subject to all of the terms of this policy including the applicable limits of liability, the Company agrees with the **named insured** as follows:

Only those coverage sections indicated on the Declarations are applicable.

Section 1 - Insuring Agreements

A. Own Site Clean-up Costs

The Company will pay on behalf of the **insured**, **clean-up costs** resulting from a **pollution condition** on or under the **insured**'s **own site** provided:

- The discovery of the pollution condition is first made during the period of insurance and reported to the Company as soon as possible during the period of insurance; or
- The insured is legally obligated to pay as a result of a claim for clean-up costs resulting from a pollution condition, and such claim is first made against the insured and reported to the Company during the period of insurance, or any extended reporting period, if applicable.

B. Off Site Clean-up Costs

The Company will pay on behalf of the **insured**, **clean-up costs** resulting from a **pollution condition** migrating from or through and beyond the boundaries of the **insured**'s **own site** provided the **insured** is legally obligated to pay as a result of a **claim** for **clean-up costs** resulting from a **pollution condition**, and such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

C. Third Party Claims for Bodily Injury or Property Damage

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** 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**, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.



D. Emergency Response Costs

The Company will pay on behalf of the **insured**, **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 the **emergency response costs** be incurred within ninety six (96) hours of the commencement of such a **pollution condition**, and reported to the Company within ten (10) days of the commencement of such a **pollution condition** and the corresponding coverage was purchased as stated in the Declarations.

E. Transportation

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage**, or **clean-up costs** resulting from a **pollution condition** caused by **transportation**, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

F. Non-Owned Locations

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage**, or **clean-up costs** resulting from a **pollution condition** on, under or migrating from any **non-owned location**, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

G. Covered Operations

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage**, or **clean-up costs** resulting from a **pollution condition** caused by **covered operations**, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

H. Business Interruption

The Company will pay 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**, provided:

- 1. Such pollution condition results in clean-up costs covered under this Policy; and
- 2. The discovery of the **pollution condition** is first made during the **period of insurance** and reported to the Company during the **period of insurance**.

Section 2 - Defense

A. Defense



The Company has the right and the duty to defend the **insured** against a **claim** to which this insurance applies. The Company does not have the duty to defend the **insured** against any **claim** to which this insurance does not apply. The Company will not be obligated to defend the **insured** once the applicable Limit of Liability has been exhausted as provided in Section 3 of this Policy.

Upon the **insured's** satisfaction of any applicable deductible amount, defense costs, charges and expenses will be paid by the Company and such payments will be included as **loss** and reduce the available limits of liability. With respect to any such **claim** being defended by the Company, the Company will pay all reasonable expenses incurred by the **insured** at the Company's request to assist in the investigation or defense of the **claim**, including actual loss of earnings up to \$500 a day because of time away from work subject to an aggregate limit of \$10,000 for such expenses.

B. Consent to Settle

The Company will not settle any **claim** without the consent of the **insured** against whom the **claim** is made. However, if the **insured** refuses to consent to any settlement for **loss** above the amount of the deductible recommended by the Company, the Company's duty to defend the **insured** will then cease and the Company's liability for **loss** will not exceed the amount for which the **claim** could have been settled, less the deductible or the outstanding balance of the deductible.

If the **insured** and the Company jointly agree to use mediation as a means to resolve a **claim** made against the **insured**, and if such **claim** is resolved as a direct result of the mediation, the **insured**'s deductible obligation will be reduced by 50%, up to a maximum of \$50,000. The Company will reimburse the **insured** for any such reimbursable deductible payment made prior to the mediation as soon as practicable upon reaching a final settlement.

C. Independent Counsel

In the event the **insured** is entitled by law to select independent counsel at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company would pay to counsel the Company would have retained in the defense of similar claims in the community where the **claim** arose or is being defended. Such independent counsel must also meet minimum qualifications with respect to competency and experience in defending claims similar to the one pending against the **insured**, standards which the Company deem appropriate.

Section 3 – Limits of Liability and Deductible

Regardless of the number of **insureds**, **claims**, claimants, any **pollution condition**, or **emergency response costs**, the following limits of liability apply:

A. Policy Aggregate Limit

The policy aggregate limit as stated in the Declarations is the most the Company will pay for all **loss** under Insuring Agreements A through H, covered under this Policy.



B. Coverage Limit

Subject to the policy aggregate limit:

- 1. The Company's total liability for all **loss** under each Coverage in Insuring Agreements A through G, will not exceed the Coverage Section Aggregate Limit stated in the Declarations applicable to that particular coverage section; and
- The Company's total liability for all business interruption expense and extra expense covered under Insuring Agreement H, will not exceed the Coverage Section Aggregate Limit stated in the Declarations.

C. Each Incident Limit

Subject to the policy aggregate limit, the most the Company will pay for all **loss** arising out of the same, related or continuous **pollution condition(s)** is the Each Incident Limit of coverage applicable to such coverage stated in the Declarations.

D. Multiple Coverages

If the same, related or continuous **pollution condition(s)** result in coverage under more than one coverage section, the most the Company will pay for all **loss** arising from such **pollution condition(s)** will not exceed the highest Each Incident Limit of coverage as stated in the Declarations among all the coverage sections.

E. Multiple Policies

If a **claim** for **loss** is reported to the Company during the **period of insurance**, then all **claims** that result from the same continuous or related **pollution condition(s)** reported to us during subsequent policies issued by the Company providing coverage substantially the same as that provided by the applicable coverage part of this Policy, will be deemed to have been made during this **period of insurance** and all **claims** arising from all such **loss** will be deemed to have arisen from one **pollution condition(s)** and will be subject to the Each Incident Limit applicable to this Policy.

F. Deductible

- 1. With respect to Coverage A through G and subject to the policy aggregate limit and coverage section aggregate limit, the Company will pay all loss in excess of the deductible amount stated in the Declarations for the applicable coverage, up to but not exceeding the applicable Each Incident Limit of coverage. In the event that more than one deductible amount can apply to the same pollution condition(s) and results in coverage under more than one coverage section, only the highest deductible amount will be applied.
 - The Company may advance payment of part or all of the deductible and, upon the Company's request, the **insured** will promptly reimburse the Company.
- 2. With respect to Coverage H and subject to the policy aggregate limit, coverage section aggregate limit and Each Incident Limit stated in the Declarations, the



Company will pay all **business interruption expense** and **extra expense** in excess of the Each Incident Deductible (days) as stated in the Declarations.

Section 4 - Definitions

A. Bodily injury means:

- 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, shock or emotional distress; or
- 3. Medical monitoring ordered by a court of competent jurisdiction.

B. Business interruption expense means:

- 1. Net profit loss, including **rental value**, before taxes that the **insured** would have earned or incurred during the **interruption period**; and
- Continuing normal operating expenses incurred by the insured during the interruption period, including payroll expense for the insured's employees, except employees under contract, officers, executives and department managers,

due to the reasonable and necessary interruption of the **insured's** operations at the **insured's own site** during the **interruption period**.

If the **insured** would have incurred a net profit loss under paragraph 1 above, such net profit loss will reduce the operating expenses recoverable under paragraph 2 above. If the **insured** can reduce the **business interruption expense** by resuming any portion of standard business operation or by making use of any portion of **insured's own sites**, the Company will reduce **business interruption expense** accordingly.

- **C.** Claim means a written demand seeking a remedy and alleging liability or responsibility on the part of the **insured**.
- D. Clean-up costs means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent, which consent shall not be unreasonably withheld or delayed, for the investigation, removal, treatment, containment, neutralization, abatement, monitoring or disposal of soil, surface water, groundwater or other contamination:
 - 1. To the extent required by **environmental laws**;
 - 2. In absence of any applicable **environmental laws**, to the extent recommended in writing by an **environmental professional**; or
 - 3. That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

Clean-up costs also include restoration costs.



E. Covered operation means those activities performed for a third party for a fee by or on behalf of the **insured** at a job site. A job site shall not include the real property owned, leased, operated or managed by the **Insured** or a **non-owned location**.

Covered operation does not include transportation.

- **F. Defense costs** means reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense, adjustment, settlement or appeal of any **claim** or legal proceeding to which this Policy applies.
- **G.** Emergency response costs means reasonable and necessary expenses, including legal expenses, incurred in response to an imminent threat to human health or the environment and incurred within ninety six (96) hours of the commencement of the **pollution condition**, in order to investigate, remove, treat, contain, neutralize or abate soil, surface water, groundwater or other contamination.
- **H. Environmental law** means any federal, state, provincial or local laws, including but not limited to, statutes, rules, regulations, ordinances, guidance documents, voluntary clean-up programs, and governmental, judicial or administrative orders and directives that are applicable to a **pollution condition**.
- I. Environmental professional means an individual or entity approved by the Company in writing that is duly licensed and certified to provide environmental services by a state board or professional association. The Company will consult with the insured in the selection of the environmental professional.
- **J. Extended reporting period** means the automatic additional period of time or the optional additional period of time, whichever is applicable, in which to report **claims** following termination of coverage.
- K. Extra expense means necessary expenses incurred by the insured during the interruption period:
 - 1. that would not have been incurred if there had not been an interruption of business; and
 - 2. that avoids or minimizes an interruption of business;

but only to the extent such **extra expenses** reduce the **business interruption expense** otherwise covered under this Policy.

Extra expenses will be reduced by any salvage value of property obtained for temporary use during the **interruption period**.

- L. Insured means the **named insured**, and any past or present director, officer, partner, member, manager, or employee, including any temporary or leased employee, while acting within the scope of his or her duties as such.
- M. Insured contract means any contract or agreement scheduled on the Policy by endorsement. However, with respect to Section 1 Insuring Agreements, G. Covered Operations, insured contract means any contract or agreement relating to covered operations under which the insured assumes the tort liability of another party



to pay for **bodily injury**, **property damage**, or **clean-up costs** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- N. Insured's own site means each of the locations owned, leased, managed or operated by the insured, stated in the Declarations, or specifically scheduled on the Policy by endorsement.
- O. Interruption period means the period of time that begins with the interruption of the insured's operations due to a pollution condition at the insured's own site and ends on the earliest of:
 - 1. When the **insured's own site** is reasonably restored to operations;
 - 2. When the **insured's own site** should have been restored to operations with reasonable speed and quality; or
 - 3. When business activities resume at a new permanent location.

Interruption period does not include any time caused by the interference by employees or other persons with restoring the property, or with the resumption or continuation of operations, or any time caused by the delay in any action taken by a governmental authority necessary to allow the resumption of business operations.

P. Insured's products means goods, products, or pieces of equipment, including component parts thereof and including other products in which such goods, products or pieces of equipment are incorporated, which are manufactured, sold, furnished, or supplied by the insured, any subsidiary of the insured, any entity which wholly or partly owns, operates or manages the insured or any subsidiary of such entity, or any person under license from the insured. 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.

Q. Loss means:

- 1. Monetary judgment, award or settlement of compensatory damages for **bodily injury** or **property damage**;
- 2. Where allowable by law, punitive, exemplary or multiplied damages arising from **bodily injury** or **property damage**;
- 3. Civil fines, penalties and assessments arising from **bodily injury** or **property damage**;
- 4. Clean-up costs;
- 5. Defense costs:
- 6. Emergency response costs; and
- 7. Business interruption expense and extra expense.
- **R. Microbial matter** means mold, mildew and fungi, whether or not such **microbial matter** is living.
- S. Named insured means:
 - 1. The entity listed in Item 1 of the Declarations page of this Policy; and



2. Any and all corporations, partnerships, companies or other entities as have existed at any time, or as now or may hereafter exist during the **period of insurance** and in which the first **named insured** did or does have more than 50% ownership interest or a controlling plurality ownership interest but, with respect to such corporations, partnerships, companies or other entities, solely with respect to liability arising out of the ownership, operation, maintenance or use of an **insured's own site(s)**.

The first **named insured** listed in Item 1 of the Declarations will act on behalf of all other **insureds** for the payment or return of premium, payment of any deductible, receipt and acceptance of any endorsement issued as part of this Policy, and giving and receiving notice of cancellation or nonrenewal.

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

U. Non-owned location means:

- 1. A property that is not owned, leased, managed or operated by the **insured** and is scheduled on the Policy as a **non-owned location** by endorsement; or
- 2. Transfer, storage, treatment or disposal facilities which are used by the **insured**, but are not owned or operated by the **insured**, provided that:
 - a. The waste materials are generated from the insured's own site,
 transportation, or covered operations by the applicable coverage part of this Policy and such coverage is purchased as stated on the Declarations;
 - b. 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; and
 - c. The transfer, storage 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 the earlier of:
 - i. The inception date of this Policy; or
 - ii. The inception date of the first Environmental Allianz USA Liability policy issued by the Company to the **insured** of which this is a continuous and uninterrupted renewal.

V. Offshore installation means:

- 1. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- 2. Any installation in the sea or tidal waters which is intended for storage or recovery of gas;



- 3. Any pipe or system of pipes in or under the sea or tidal waters;
- 4. Any wind energy installation in the sea or tidal waters; or
- 5. Any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on, at, or from the locations specified above.
- W. Offshore operation means the ownership or operation of any offshore installation.
- **X. Period of insurance** means the period identified in the Declarations.
- Y. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, microbial matter, Legionella pneumophila, methamphetamines, electromagnetic fields, low level radioactive waste, medical waste including infectious and pathological waste and waste materials, at levels in excess of those naturally occurring.
- Z. Pollution condition means the discharge, dispersal, release or escape, emission, seepage, or illicit abandonment by a third party without the insured's consent, of any pollutant into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

Pollution condition also means the presence of **microbial matter** within a structure.

AA. Possible claim means a pollution condition that first commenced during the period of insurance that the insured reasonably expects to result in a claim.

BB. Property damage means:

- Physical injury to or destruction of tangible property of parties other than the insured, including the resulting loss of use and except with respect to tangible property located on an insured's own site, diminished value of that property;
- 2. Loss of use, but not diminution of value, of tangible property of parties other than the **insured**, that has not been physically injured or destroyed; or
- 3. Natural resource damage.

Property damage does not include clean-up costs.

CC. Rental Value means the:

- 1. Total anticipated rental income from tenant occupancy of the **insured's own site** as furnished and equipped by the **insured**;
- 2. Amount of charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **insured's** obligations; and



- 3. Fair rental value of any portion of the **insured's own site** that is occupied by the **insured** during the **restoration period**, less any rental income the **insured** could earn:
 - a. By complete or partial rental of the insured's own site; or
 - b. By making use of other property on the **insured's own site** or elsewhere.

DD. Responsible insured means:

- 1. the manager or supervisor of the **named insured** responsible for environmental affairs, control or compliance (a) at the **insured's own site**, (b) during **transportation**, or (c) during **covered operations**;
- 2. the manager of the insured's own site; or
- 3. any officer, director, partner, or member of the **named insured**.
- **EE.** Restoration costs means reasonable and necessary costs incurred by the insured to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of clean-up costs.

Restoration costs will not include any costs associated with a betterment or improvement to the damaged property, except to the extent such betterments include the use of materials which are environmentally preferable to those materials which comprised the damaged property, at a reasonable cost. Such environmentally preferable material must be certified by an applicable independent body, or, in the absence of such certification, based on the sole discretion of the Company.

- **FF. Restoration period** means the length of time as would be required with the exercise of due diligence and dispatch to restore the **insured's own site** to a condition that allows the resumption of normal business operations, commencing with the date operation are interrupted by a **pollution condition** and not limited by the date of expiration of the **period of insurance**. The **restoration period** does not include any time caused by the interference by an **insured** with restoring the property, or with the resumption or continuation of operations.
- **GG. Transportation** means the movement of goods, product, merchandise, supplies or waste in a conveyance by the **insured** or by a third party carrier properly licensed to conduct such movement, from the point of origin until delivery to the final destination. **Transportation** includes the loading and unloading onto or from a conveyance, provided that the loading and unloading is performed by or on behalf of the **insured**.
- **HH. Underground storage tank** means any tank, including any piping connected to the tank, located on or under an **insured's own site** that has at least ten percent (10%) of its combined volume underground. **Underground storage tank** does not include:
 - 1. Septic tanks, sump pumps or oil/ water separators;
 - 2. A tank that is enclosed within a basement, cellar, shaft or tunnel, if the tank is upon or above the surface of the floor; or



3. Storm-water or wastewater collection systems.

Section 5.1. - Exclusions

This Policy does not apply to:

A. Asbestos and lead-based paint

Loss arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. However, this Exclusion does not apply to:

- 1. Claims for bodily injury or property damage, or
- Clean-up costs for the remediation of soil, surface water, or groundwater, or cleanup costs that arise out of the inadvertent disturbance of asbestos or asbestos containing materials or lead-based paint.

In no event will this Policy pay **clean-up costs** to remove or otherwise abate asbestos or asbestos containing materials or lead-based paint installed or applied in, on or to any building or other structure that were not inadvertently disturbed.

B. Contractual liability

Loss arising from the **insured's** assumption of liability in any contract, or agreement. This Exclusion does not apply to liability that the **insured** would have had in the absence of the contract or agreement, or the contract or agreement is an **insured contract**.

C. Fines, penalties, or assessments

Loss arising from any criminal fines, criminal penalties or criminal assessments.

D. Employer liability

Loss arising from **bodily injury** to:

- 1. An employee of an **insured** arising out of and in the course of employment by the **insured** or performing duties related to the conduct of the **insured**'s business; or
- 2. Any person whose right to assert a **claim** against the **insured** arises by reason of any employment, blood, marital or other relationship with the employee.

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 the injury.

E. Identified underground storage tanks



Loss arising from any underground storage tank located at the insured's own site, and whose existence is known by a responsible insured, as of the inception date on this Policy.

This Exclusion does not apply to any **underground storage tank** which:

- 1. Is scheduled on this Policy by an endorsement; or
- 2. Was removed prior to the inception date on this Policy.

F. Insured vs insured

Any **claim** by or on behalf of any **insured** against any other **insured**. However, this exclusion shall not apply to:

- 1. **Claims** initiated by third parties including cross-claims, counterclaims, or claims for contribution; or
- 2. Claims that arise out of indemnification provided by one named insured to another named insured in an insured contract.

G. Intentional noncompliance

Loss arising from an intentional or illegal act or omission of any responsible insured.

This Exclusion does not apply to noncompliance based upon:

- 1. The **insured's** good faith reliance upon the written advice of qualified outside counsel received in advance of such noncompliance; or
- 2. The **insured's** reasonable response to mitigate a **pollution condition** or **loss**, provided that such circumstances are reported in writing to the Company within three (3) days of commencement.

H. Internal expenses

Costs, charges or expenses incurred by the **insured** for goods supplied or services performed by the staff or salaried employees of the **insured**, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company, in its sole discretion.

This Exclusion does not apply to internal expenses incurred:

- 1. in response to emergency response costs; or
- 2. pursuant to **environmental laws** that require immediate remediation of a **pollution condition**.

I. Material change in use

Loss arising from change in the material use of the **insured's own site** during the **period of insurance** and which materially increases a risk covered under this Policy.

J. Nuclear fuel, assemblies and components

Loss arising from:



- 1. lonizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

K. Offshore

Loss arising from offshore operations.

L. Prior knowledge/ non-disclosure

Loss arising from a **pollution condition** existing prior to the inception date and known by a **responsible insured** and not disclosed in the application process, including supporting materials, for this Policy or any previous policy for which this is a renewal thereof.

M. Products

Any **claim** or **loss** arising from the **insured's products**, including any container, any failure to warn, or any reliance upon a representation or warranty made at any time, after possession of such **insured's products** have been relinquished to others by the **insured** or others trading or operating under its name.

This Exclusion does not apply to **loss** arising from **transportation** or while such **products** are being stored or transported by others on behalf of the **named Insured** as part of a **covered operation**.

N. Property damage to conveyances

Loss resulting in **property damage** to any conveyance used by or on behalf of the **insured** during **transportation**.

This Exclusion does not apply to **loss** or **claims** arising from the **insured's** negligence.

O. War

Loss arising out of 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.

P. Workers Compensation

Any **claim** or **loss** based upon or arising out of any obligation for which an **insured** or any party may be held liable under any unemployment, Workers' Compensation, disability benefits, or other similar laws.

Section 5.2. - Exclusions

With respect to **Section 1 – Insuring Agreements, G. Covered Operations**, this Policy does not apply to:



A. Property Damage

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.

B. Professional Services or Advice

Claims or **loss** arising from the performance of or failure to perform professional services or providing or failing to provide professional advice. This exclusion does not apply to improper or inadequate supervision of any entity for which the **insured** is legally liable when performing **covered operations** at a job site.

Section 6 - Conditions

A. Action against company

No action will be brought against the Company unless, as a condition precedent thereto:

- 1. The **insured** has fully complied with all of the terms of this Policy; and
- 2. The amount of the **insured's** obligation to pay has been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement will thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization will have any right under this Policy to join the Company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the Company be impleaded by the **insured** or its legal representative.

B. Assignment

This Policy and any rights contained within it may not be assigned without the Company's prior written consent. Such consent will not be unreasonably withheld or delayed.

C. Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured**'s estate will not relieve the Company of its obligations under this Policy.

D. Cancellation

This Policy may be cancelled by the **named insured** by mailing to the Company written notice stating when thereafter the cancellation will be effective.

The Policy may be cancelled by the Company by mailing to the **named insured** at its address set forth in the Declarations, a notice stating when not less than ninety (90)



days, or ten (10) days for nonpayment of premium thereafter such cancellation will be effective. The Company may cancel this Policy only for the reasons stated below:

- 1. Fraud or misrepresentation by the **insured**; or
- 2. The insured's failure to comply with the material terms, conditions or contractual obligations under this Policy, including the failure to pay any premium or Deductible when due. However the insured shall have the ability, within the first thirty (30) days of the ninety day notice period stated above, to cure such failure to comply with material terms, conditions, or contractual obligations. The Company has sole discretion in determining whether the insured has cured any such failure. However, in the event of failure to pay any additional premium due for the addition of an insured's own site during the period of insurance, cancellation shall only apply to coverage provided for that particular insured's own site for which additional premium is due but not paid.

If the **named insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium will be computed pro rata.

Premium adjustment will be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. Payment or tender of unearned premium is not a condition of cancellation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy will not be waived or changed, and no assignment of any interest in this Policy will bind the Company, except as provided by endorsement and attached to this Policy.

F. Economic Sanctions

Any payment under this Policy will only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control. Whenever coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

G. Cooperation

The **insured** will cooperate with the Company and offer all reasonable assistance in the investigation and defense of **claims** or settlement of any **claim** or the clean-up and mitigation of a **pollution condition**. The Company may require the **insured** to submit to examination under oath or attending or testifying at hearings, depositions and trials. The Company may also require written statements or the **insured**'s attendance at meetings with the Company, in the course of investigation. The **insured** must assist the Company in effecting settlement and obtaining the attendance of witnesses.



H. Inspection

The Company will be permitted but not obligated to inspect, sample or monitor on a continuing basis the **insured's own site** or operations, at any time. No such inspection will constitute an undertaking, on behalf of the **insured** or others, to determine or warrant such property or operation as compliance with any law, rule or regulation.

I. Other insurance

If other valid and collectible insurance is available to any **insured** covering a **loss**, **claim**, or **pollution condition**, also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the Company's obligations are limited as follows:.

- Except with respect to loss or claims arising in whole or in part to microbial matter
 or Legionella pneumophilia, this insurance is primary, and the Company's obligations
 are not affected unless any of the other insurance is also primary. In such a case,
 the Company will share with all such other insurance by the method described in
 paragraph 2 and 3 below.
- 2. If the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- 3. With respect to **loss** arising in whole or in part to **microbial matter** or Legionella pneumophilia, the insurance afforded by this Policy will apply in excess of any valid and collectable insurance and will not contribute with other insurance.

J. Representations

By accepting this Policy, the **named insured** agrees that the statements in the Declarations, schedules and endorsements to, and Application are accurate and complete, and this Policy is issued in reliance upon the truth of such representations.

K. Separation of insureds

Except with respect to the Limits of Liability, **Section 5**, Paragraph **F**, and any rights and duties assigned in this Policy to the **named insured**, this insurance applies as if each **insured** were the only **insured** and 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 or breach of any exclusion under this Policy by one **insured** will not by itself effect coverage for another **insured** under this Policy. However, this Condition will not apply to any entity or person who is a parent, subsidiary, affiliate, director, officer, partner,



member or employee of the **named insured** that misrepresented, concealed or breached a term or condition, or violated a duty under this Policy.

L. Subrogation

In the event of any payment under this Policy, the Company will be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights including but not limited to, assignment of the insured's rights against any person or organization who caused a pollution condition on account of which the Company made any payment under this Policy. The **insured** will do nothing to prejudice the Company's rights under this paragraph. Any recovery as a result of subrogation proceedings arising out of the payment of loss or business interruption **expense** covered under this Policy will accrue first to the **insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of the Company's payment under the Policy; and then to the insured to the extent of the Deductible. Expenses incurred in such subrogation proceedings will 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. The Company expressly waives any rights of subrogation against a person or organization where the insured is obligated to provide such waiver in a written contract entered into prior to the date of loss or claim.

M. Territory

The coverage afforded pursuant to this Policy will only apply to any **pollution condition** located, and **claims** made within the United States of America, its territories or possessions or Canada.

N. Voluntary payments

No **insured** will voluntarily enter into any settlement, or make any payment or assume any obligation, without the Company's consent which will not be unreasonably withheld, except at the **insured's** own cost. This Condition will not apply if such payment or obligation is an **emergency response cost** or is pursuant to **environmental laws** that require immediate remediation of a **pollution condition**.

Section 7 – Claims and Notice Requirements

- A. As a condition precedent to the Company's obligations under this Policy, the **insured** will give written notice to the Company as soon as practicable of any **pollution condition** which may result in a **claim**. Notice under all coverages will include:
 - 1. The names and addresses of any injured persons and witnesses;
 - 2. All known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of any **pollution condition**; and
 - 3. Any other relevant information in the **insured**'s possession concerning any actual or potential pollution.



- B. If **emergency response costs** have been incurred, the **insured** will forward to the Company within ten (10) days of the first commencement of any **pollution condition** for which the **emergency response costs** have been incurred, all information stated in paragraph A above.
- C. The insured will give notice to the Company of all claims as soon as practicable during the period of insurance, or during the extended reporting period, if applicable. The insured will submit all information requested by the Company, including but not limited to:
 - 1. Any demands, notices, summonses, or legal papers received in connection with the **claim**:
 - 2. Authorize the Company to obtain records and other information:
 - 3. Assist the Company in the enforcement of any right against any person or organization which may be liable to the **insured**.
- D. If during the period of insurance, the insured first becomes aware of a possible claim, the insured may provide written notice to the Company during the period of insurance; then any possible claim which subsequently becomes a claim made against the insured and reported to the Company within five (5) years after the end of the period of insurance of this Policy or any continuous, uninterrupted renewal thereof, will be deemed to have been first made and reported during the period of insurance of this Policy. Such claim will be subject to the terms, conditions and limits of coverage under this Policy.

Section 8 - Rights and Duties

- A. The Company will have the right but not the duty to clean up or mitigate a **pollution condition**, and to participate in decisions regarding **clean-up costs** and to assume direct control over all aspects of the clean-up, upon receiving notice as stated in this Policy. In the event the Company exercises this right, the **insured** will reimburse the Company for any portion of **loss** falling within the Deductible.
- B. The **named insured** will have the duty to mitigate a **pollution condition** to the extent required by **environmental law**, by retaining competent professionals or contractors mutually acceptable to the Company and **named insured**. The Company reserves the right to require such professionals or contractors have minimum qualifications with respect to experience with a similar **pollution condition**, clean-up or method. The **named insured** will notify the Company of actions taken pursuant to this paragraph.

Section 9 – Extended Reporting Period

A. The Company will provide the **insured** an automatic **extended reporting period** of ninety (90) days from the end of the **period of insurance** in which to provide written notice to the Company of **claims** first made against the **insured** during the **period of insurance**, provided the **insured** has cancelled or not renewed this Policy or purchased



any other insurance to replace this insurance. Furthermore, the **insured** has not purchased the optional **extended reporting period** available under paragraph B below.

A **claim** first made against the **insured** and reported to the Company within the automatic **extended reporting period** will be deemed to have been made and reported on the last day of the **period of insurance**, provided that the **claim** arises from a **pollution condition** that commenced before the end of the **period of insurance**.

The automatic **extended reporting period** will not reinstate or increase any of the limits of liability afforded under this Policy.

- B. The **insured** will be entitled to purchase an optional **extended reporting period** for four (4) years, except in the event the Policy is cancelled for fraud or nonpayment of premium, provided:
 - 1. The **insured** makes a written request for such **extended reporting period**, within thirty (30) days of termination of coverage;
 - 2. The **insured** pays the additional premium for such **extended reporting period**, at a rate not to exceed 200% of the premium stated in the Declarations, when due.

The Company will issue an endorsement providing this optional **extended reporting period**.

The optional **extended reporting period** will not reinstate or increase any of the limits of liability afforded under this Policy.



POLICYHOLDER NOTICE - OFAC

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully**.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- o Foreign agents;
- o Front organizations;
- o Terrorists:
- o Terrorist organizations; and
- o Narcotics traffickers:

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other **insured**, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Policy Number: USL00889820 Endorsement No. 1

Effective Date: July 1, 2020

CERTIFIED ACTS OF TERRORISM (TRIA) COVERAGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. The following exclusion is added:

TERRORISM

This insurance does not apply to "any injury or damage" arising, directly or indirectly, out of "terrorism"; however, this exclusion does not apply to a "certified act of terrorism".

- 2. The following definitions are added:
 - a. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy or any underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "injury", "clean-up costs" or "environmental damage" as may be defined in any applicable Coverage Part.
 - b. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act as amended. The Act sets forth the following criteria for a "certified act of terrorism":
 - (1) The act resulted in aggregate losses in excess of \$5 million; and
 - (2) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 - c. "Terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, that is not a "certified act of terrorism". Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.



d. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 2

Effective Date: July 1, 2020

CRISIS MANAGEMENT RESPONSE COST AND CRISIS MANAGEMENT LOSS COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

The following is added to **Section 1 – Insuring Agreements**:

I. Crisis Management Response Costs and Crisis Management Loss Coverage Extension

SCHEDULE A – Crisis Management Limits of Insurance

Coverage A – Crisis Management Response	\$ 250,000 Each Crisis Management Event
Costs Limit of Insurance	\$ 500,000 Aggregate
Coverage B – Crisis Management Loss Limit	\$ 50,000 Each Crisis Management Event
of Insurance	\$ 50,000 Aggregate

SCHEDULE B – Approved Crisis Management Firms

Refer to AGRL-CU 1601 Schedule of	Or contact:
Approved Crisis Management Firms	Allianz Global Risk Insurance Company
	Liability Claims Department
	225 West Washington Street, Suite 1800
	Chicago IL 60605
	Phone number: 1.800.211.6647
	Or fill out the on-line claims reporting form
	available at:
	www.agcs.allianz.com/global-offices/united-
	states/

SCHEDULE C – Additional Key Executives

None unless listed below:		

- 1. INSURING AGREEMENT CRISIS MANAGEMENT RESPONSE COSTS AND CRISIS MANAGEMENT LOSS
 - a. Crisis Management Response Costs



The Company will pay **crisis management response costs** on behalf of the **named insured**, regardless of fault, arising from a **crisis management event** which first commences during the **period of insurance**, up to the amount of the **crisis management response costs limit of insurance**.

b. Crisis Management Loss

The Company will pay **crisis management loss** on behalf of the **named insured** arising from a **crisis management event** which first commences during the **period of insurance**, up to the amount of the **crisis management loss limit of insurance**.

- c. A **crisis management event** will be deemed to commence at the time when a **key executive** first becomes aware of a **crisis management event** and will end when the Company determines that a crisis no longer exists or when the **crisis management response costs limit of insurance** has been exhausted, whichever comes first.
- d. There will be no retained limit or deductible applicable to **crisis management response costs** or **crisis management loss**.
- e. Any payment of **crisis management response costs** or **crisis management loss** that the Company makes under the coverage provided by this endorsement will not be an acknowledgement of coverage under any other part of this Policy, nor does it create any duty to defend any suit under any other part of this Policy.

2. LIMITS OF INSURANCE

- a. The crisis management response costs limit of insurance is the most the Company will pay for all crisis management response costs under this Policy, regardless of the number of crisis management events first commencing during the period of insurance. This crisis management response costs limit of insurance will be in addition to the applicable limits of insurance shown in the Declarations of this Policy.
- b. The **crisis management loss limit of insurance** is the most the Company will pay for all **crisis management loss** under this Policy, regardless of the number of **crisis management events** first commencing during the **period of insurance**. This **crisis management loss limits of insurance** will be in addition to the applicable limits of insurance shown in the Declarations of this Policy.
- c. The Company will have no obligation to pay **crisis management response costs** when it determines that a **crisis management event** has ended or when the **crisis management response costs limit of insurance** has been exhausted, whichever occurs first.
- d. The **crisis management limits of insurance** in Schedule A of this endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date shown in the Declarations. If the **period of insurance** is extended after issuance of an additional period of less than 12



months the additional period will be deemed to part of the last preceding period for purposes of determining the crisis management limits of insurance of this endorsement.

3. DEFINITIONS

For the purpose of this endorsement only, **Section 4 – Definitions** is amended to include the following definitions:

- a. **Crisis management event** means an occurrence that triggers significant adverse regional or national media coverage that in the good faith opinion of a **key executive** of the **Named insured** has or may result in damages covered by this Policy.
 - **Crisis management event** includes man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of the environment, provided that they result from an occurrence.
- b. **Crisis management firm** means any firm approved by the Company and shown in Schedule B, Approved Crisis Management Firms, of this endorsement, which is hired by you to perform **crisis management services** in connection with a **crisis management event**.
- c. **Crisis management loss** means the following amounts incurred during a **crisis** management event:
 - 1. Amounts for the reasonable and necessary fees and expenses incurred by a **crisis** management firm in the performance of **crisis** management services for the named insured solely arising from a covered **crisis** management event; and
 - 2. Amounts for reasonable and necessary printing, advertising or mailing of materials, or travel by directors, officers, employees or agents of the **named insured** or a **crisis management firm** incurred at the direction of a **crisis management firm**, solely arising from a covered **crisis management event**.
- d. Crisis management services means those services performed by a crisis management firm in assisting the named insured in minimizing the potential harm to the named insured from a covered crisis management event by maintaining and restoring public confidence in the named insured.
- e. Crisis management response costs mean the following reasonable and necessary expenses incurred during a crisis management event directly caused by a crisis management event, provided that such expenses have been pre-approved by the Company and are associated with damages that would be covered by this Policy:
 - 1. Medical expenses;
 - 2. Funeral expenses;
 - Psychological counseling;
 - 4. Travel expenses;



- 5. Temporary living expenses;
- 6. Expenses to secure the scene of a crisis management event; and
- 7. Any other expenses pre-approved by the Company.

Crisis management response costs does not include defense costs or crisis management loss.

- f. Crisis management response costs sub-limits of insurance means the Crisis Management Response Costs Limit of Insurance shown in Schedule A of this endorsement.
- g. **Crisis management loss limit of insurance** means the Crisis Management Loss Limit of Insurance shown in Schedule A of this endorsement.
- h. **Key executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **named insured** is a partnership) of the **named insured** or sole proprietor (if the **named insured** is a sole proprietorship). A **key executive** also means any other person holding a title designated by you and approved by the Company, which title is shown in Schedule C Additional Key Executives of this endorsement.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 3

Effective Date: July 1, 2020

SCHEDULE OF APPROVED CRISIS MANAGEMENT FIRMS

THIS SCHEDULE FORMS A PART OF ENDORSEMENT AGRL-CU 2002 CRISIS MANAGEMENT RESPONSE COST AND CRISIS MANAGEMENT LOSS COVERAGE EXTENSION ENDORSEMENT ATTACHED TO THIS POLICY.

Approved Crisis Management Firm(s): HILL & KNOWLTON STRATEGIES

24 Hour North America Crisis Help Line - 1 (212) 885 0306

US LEAD **	WESTERN US		
Kevin Elliott, SVP	Larry Krutchik, SVP		
60 Green Street	6300 Wilshire Boulevard, 10 th Floor		
San Francisco, CA 94111	Los Angeles, CA 90048		
Direct: 415.281.7150	Direct: 310.633.9428		
Mobile: 415.307.1252	Mobile: 818.406.6068		
Kevin.Elliott@hkstrategies.com	Larry.Krutchik@hkstrategies.com		
EASTERN US	CENTRAL US		
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^{**} Kevin R. Elliott and Jane Shapiro should be the first contact in the United States and Canada, respectively.

Approved Crisis Management Firm(s) shall also include a firm other than one shown above, provided you notify us of your intent to hire such firm and we approve. Approval shall be deemed granted if we do not notify you of our disapproval within 3 business days of receiving the notice of your intent.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 4

Effective Date: July 1, 2020

CYBER EVENT COVERAGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. **Section 1 – Insuring Agreements** is amended to include the following additional insuring agreement:

I. Cyber Event

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage** or **clean-up costs** resulting from a **pollution condition** arising from a **cyber event**, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

2. ITEM 7. PURCHASED COVERAGE SECTIONS – DEDUCTIBLE AND LIMITS OF LIABILITY on the Declarations is amended to include the following additional Purchasing Insuring Agreement:

Purchasing Insuring	Each Incident	Each Incident	Coverage Section
Agreement	Deductible	Limit	Aggregate Limit
 Cyber Event 	\$ 250,000	\$ 5,000,000	\$ 5,000,000

- 3. Solely with respect to coverage provided by Insuring Agreement I. Cyber Event under Section 1 Insuring Agreements, the following applies:
 - a. The reference in paragraph A. Policy Aggregate Limit of Section 3 Limits of Liability and Deductible that reads "Insuring Agreements A through H" shall be amended to read "Insuring Agreements A through I".
 - b. The reference in subparagraph 1. of paragraph **B. Coverage Limit** of **Section 3 Limits of Liability and Deductible** that reads "Insuring Agreements A through G" shall be amended to read "Insuring Agreements A through G and Insuring Agreement I".
 - c. The reference in subparagraph 1. of paragraph F. Deductible of Section 3 Limits of Liability and Deductible that reads "Coverage A through G" shall be amended to read "Coverage A through G and Coverage!".
- 4. **Section 4 Definitions** is amended to include the following additional definitions:

Cyber event means:

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- 1. Any unauthorised **processing** of **data** by the **insured**;
- 2. Any breach of laws and infringement of regulations pertaining to the maintenance, or protection of **data**; and
- 3. Any network security failure in the insured's sphere.

Damage to data means any **loss**, destruction or corruption of **data**. Any **damage to data** of a third party by the **insured** is not a **cyber event** if there is not any **network security failure** involved.

Data includes, but is not limited to **personal data**, facts, concepts and information, software or other coded instructions in a formalized manner usable for communications, interpretation or processing.

Insured's sphere means 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**.

Network security failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of **data**, loss of operational control of **data**, transmission of virus or malicious code and/or denial of service.

Personal data means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

5. **Section 4 – Definitions**, paragraph **K.** is amended to include the following additional provision:

Extra expense shall not include data restoration costs, data re-creation costs, system restoration costs, **personal data** compromise costs, network security expense costs, or network security settlement costs.

6. **Section 5.1. – Exclusions and Section 5.2. – Exclusions** are amended to include the following additional exclusion:

This Policy does not apply to:

Cyber Event



Any **loss** arising out of a **cyber event**, except with respect to a **loss** covered under Insuring Agreement I. Cyber Event under Section 1 – Insuring Agreements.

7. **Section 6 – Conditions** is amended to include the following additional condition:

Reasonable Precautions

With respect to a **cyber event**, the **insured** shall:

- 1. Take all reasonable precautions to prevent or cease any activity which may result in a claim; and
- 2. Take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

All other terms, conditions, and exclusions will remain the same.

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Policy Number: USL00889820 Endorsement No. 5

Effective Date: July 1, 2020

MINIMUM EARNED PREMIUM, CANCELLATION AND MATERIAL CHANGE IN USE EXCLUSION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. The following minimum earned premium will apply:

Policy Inception: Minimum Premium Earned 25%

2. **Section 6 – Conditions**, paragraph **D. Cancellation** is deleted in its entirety and replaced with the following:

D. Cancellation

This Policy may be cancelled by the **named insured** by mailing to the Company written notice stating when thereafter the cancellation will be effective.

The Policy may be cancelled by the Company by mailing to the **named insured** at its address set forth in the Declarations, a notice stating when not less than ninety (90) days, or ten (10) days for nonpayment of premium thereafter such cancellation will be effective. The Company may cancel this Policy only for the reasons stated below:

- 1. Fraud or misrepresentation by the **insured**; or
- 2. The insured's failure to comply with the material terms, conditions or contractual obligations under this Policy, including the failure to pay any premium or Deductible when due. However the insured shall have the ability, within the first thirty (30) days of the ninety day notice period stated above, to cure such failure to comply with material terms, conditions, or contractual obligations. The Company has sole discretion in determining whether the insured has cured any such failure. However, in the event of failure to pay any additional premium due for the addition of an insured's own site during the period of insurance, cancellation shall only apply to coverage provided for that particular insured's own site for which additional premium is due but not paid.

If the **named insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure after applying the minimum premium earned based on the schedule above. If the Company cancels, earned premium will be computed pro rata. Premium adjustment will be either at the time of cancellation is effected or as soon as practicable after cancellation becomes effective. Payment or tender of uneamed premium is not a condition of cancellation.



3. **Section 5.1 – Exclusions**, paragraph **I. Material change in use** is deleted in its entirety and replaced with the following:

Change in Intended Use or Operation:

Loss arising from a material change in use or operations of the **insured's own site**. For purposes of determining whether a change in use 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.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 6

Effective Date: July 1, 2020

NAMED INSURED - SCHEDULED ENTITIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECT PREMISES

This policy is amended as follows:

Section 4 – Definitions, S. Named insured is amended to include the following:

Named insured also means the Scheduled Entities listed below:

- 1. Associated Students, California State University, Bakersfield, Inc.
- 2. California State University, Bakersfield Auxiliary for Sponsored Programs and Administration
- 3. California State University, Bakersfield Foundation
- 4. California State University, Bakersfield Student Union, Inc.
- 5. California State University Foundation
- 6. California State University Institute
- 7. Associated Students of California State University, Channel Islands, Inc.
- 8. California State University Channel Islands Foundation
- 9. CI University Auxiliary Services, Inc.
- 10. Associated Students of California State University, Chico
- 11. The CSU, Chico Research Foundation
- 12. The University Foundation, California State University, Chico
- 13. Associated Students, California State University, Dominguez Hills
- 14. California State University, Dominguez Hills Foundation
- 15. Donald P. and Katherine B. Loker University Student Union, Incorporated
- 16. California State University, Dominguez Hills Philanthropic Foundation
- 17. Associated Students, California State University, East Bay
- 18. Cal State East Bay Educational Foundation
- 19. California State University, East Bay Foundation, Inc.
- 20. Associated Students, Inc. of California State University, Fresno
- 21. California State University, Fresno Association, Inc.
- 22. California State University, Fresno Foundation
- 23. Fresno State Programs for Children, Inc.
- 24. The Agricultural Foundation of California State University, Fresno
- 25. The California State University, Fresno Athletic Corporation
- 26. Associated Students California State University, Fullerton, Inc.
- 27. Cal State Fullerton Philanthropic Foundation
- 28. CSU Fullerton Auxiliary Services Corporation
- 29. Associated Students, Humboldt State University
- 30. Humboldt State University Advancement Foundation
- 31. Humboldt State University Center Board of Directors
- 32. Humboldt State University Sponsored Programs Foundation



- 33. Associated Students, California State University, Long Beach
- 34. California State University, Long Beach Research Foundation
- 35. CSULB 49er Foundation
- 36. Forty-Niner Shops, Inc., CSU Long Beach
- 37. Associated Students, California State University, Los Angeles, Inc.
- 38. Cal State L.A. University Auxiliary Services, Inc.
- 39. California State University, Los Angeles Foundation
- 40. University-Student Union at California State University, Los Angeles
- 41. California Maritime Academy Foundation, Inc.
- 42. The Associated Students of the California Maritime Academy
- 43. Foundation of California State University, Monterey Bay
- 44. University Corporation at Monterey Bay
- 45. Otter Student Union at CSU Monterey Bay
- 46. Associated Students, California State University, Northridge, Inc.
- 47. California State University, Northridge Foundation
- 48. North Campus University Park Development Corporation
- 49. The University Corporation, CSU Northridge
- 50. University Student Union of California State University, Northridge
- 51. Associated Students Inc., California State Polytechnic University, Pomona
- 52. The Cal Poly Pomona Foundation, Inc.
- 53. Associated Students of California State University, Sacramento
- 54. Capital Public Radio, Inc., CSU Sacramento
- 55. The University Foundation at Sacramento State
- 56. University Enterprises, Inc., CSU Sacramento
- 57. University Union Operation of CSUS, Inc.
- 58. Associated Students Inc., California State University, San Bernardino
- 59. CSUSB Philanthropic Foundation
- 60. Santos Manuel Student Union of California State University, San Bernardino
- 61. University Enterprises Corporation at CSUSB
- 62. Associated Students, San Diego State University
- 63. Aztec Shops. Ltd.
- 64. San Diego State University Research Foundation
- 65. The Campanile Foundation
- 66. Associated Students, Inc., San Francisco State University
- 67. San Francisco State University Foundation, Inc.
- 68. The University Corporation, San Francisco State
- 69. Associated Student, San Jose State University
- 70. San Jose State University Research Foundation
- 71. Spartan Shops, Inc., San Jose State University
- 72. The Student Union of San Jose State University
- 73. The Tower Foundation, San Jose State University
- 74. Associated Students, Inc., California Polytechnic State University at San Luis Obispo
- 75. Cal Poly Corporation
- 76. California Polytechnic State University Foundation
- 77. California State University San Marcos Foundation
- 78. The Associated Students of California State University, San Marcos
- 79. California State University San Marcos Corporation



- 80. Associated Students of Sonoma State University
- 81. Sonoma State Enterprises, Inc.
- 82. Sonoma State University Foundation
- 83. Associated Students, Inc., California State University, Stanislaus
- 84. California State University, Stanislaus Auxiliary and Business Services
- 85. California State University, Stanislaus Foundation
- 86. University Student Union of California State University, Stanislaus

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 7

Effective Date: July 1, 2020

DEFINITION OF INSURED'S OWN SITE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. **Section 4 – Definitions, N. Insured's own site**, is deleted in its entirety and replaced with the following:

N. Insured's own site means:

Real property owned, managed, leased, maintained, or operated by the **insured** as of the first date of the **period of insurance** including but not limited to waste water treatment plants, water treatment plants, potable water wells, municipal airports, lift or pump stations, parks, civic or community centers, schools, donated land, easements for utility lines, roadways or bridges, maintenance garages, libraries, police and fire stations or other government buildings, including any power generation facilities at any of the aforementioned locations.

and

Any subsurface potable water, wastewater or storm water pipes that are located within a one thousand (1,000) foot radius of such **insured's own site** as of the first date of the **period of insurance**.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 8

Effective Date: July 1, 2020

NEW CONDITIONS ONLY COVERAGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

Section 1 – Insuring Agreements, A. Own site Clean-up Costs, B. Off site Clean-up Costs, C. Third Party Claims for Bodily Injury or Property Damage, E. Transportation, F. Non-owned locations, G. Covered Operations and H. Business Interruption are deleted in their entirety and replaced with the following:

A. Own site Clean-up Costs

The Company will pay on behalf of the **insured**, **clean-up costs** resulting from a **pollution condition** on or under the **insured's own site** that first commenced on or after the retroactive date stated in Item 3. of the Declarations page, provided:

- 1. The discovery of the **pollution condition** is first made during the **period of insurance** and reported to the Company as soon as possible during the **period of insurance**; or
- 2. The **insured** is legally obligated to pay as a result of a **claim** for **clean-up costs** resulting from a **pollution condition**, and such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

B. Off site Clean-up Costs

The Company will pay on behalf of the **insured**, **clean-up costs** 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 retroactive date stated in Item 3. of the Declarations page, provided the **insured** is legally obligated to pay as a result of a **claim** for **clean-up costs** resulting from a **pollution condition**, and such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

C. Third Party Claims for Bodily Injury or Property Damage

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury** or **property damage** resulting from a **pollution condition** on, under or migrating from or through the **insured**'s **own site** that first commenced on or after the retroactive date stated in Item 3. of the Declarations page, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.



E. Transportation

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage**, or **clean-up costs** resulting from a **pollution condition** caused by **transportation** that first commenced on or after the retroactive date stated in Item 3. of the Declarations page provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

F. Non-Owned Locations

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** 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 retroactive date stated in Item 3. of the Declarations page, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

G. Covered Operations

The Company will pay on behalf of the **insured**, **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage**, or **clean-up costs** resulting from a **pollution condition** caused by **covered operations** on or after the retroactive date stated in Item 3. of the Declarations page, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

H. Business Interruption

The Company will pay 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 retroactive date stated in Item 3. of the Declarations page, provided:

- 1. Such pollution condition results in clean-up costs covered under this Policy; and
- 2. The discovery of the **pollution condition** is first made during the **period of insurance** and reported to the Company during the **period of insurance**.

All other terms, conditions, and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 9

Effective Date: July 1, 2020

MICROBIAL MATTER SUB-LIMIT ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

Section 3 – Limits of Liability and Deductible is amended to include the following:

Microbial Matter Sub-Limit

Subject to Section 3., paragraphs A through F solely with respect to **loss** or **claims** arising from **microbial matter**, the most the Company will pay for **loss** under Insuring Agreements A through H, covered under this Policy is \$2,500,000 Each Incident Limit of Liability and \$2,500,000 Policy Aggregate Limit of Liability.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 10

Effective Date: July 1, 2020

AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. The following is added to **Section 4 - Definitions**:

Sewage back up:

Sewage Back Up means the reverse flow of sewage via subsurface sewer lines, to or from an **insured's own site** into or onto locations that are not **insured's own sites**, including but not limited to, third party residences, businesses, or any other structures on land or into any soil, groundwater, surface water or air associated with such third party residences, businesses, or any other structures.

Port:

Port means 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.

Airport:

Airport means an **insured's own site** where 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.

2. The following is added to **Section 5.1 - Exclusions**:

Landfills, recycling facilities, ports, airports or oil and/or gas producing or refining facilities

Loss arising out of or related to **pollution conditions** on, at or migrating from any landfills, recycling facilities, **ports**, **airports** or oil and/or gas producing or refining facilities, that are now or have been at any time leased, owned or operated by an **insured**.

Professional Liability

Loss arising out of or related to the rendering of or failure to render professional services, including, but not limited to, recommendations, opinions, and strategies rendered for architectural, consulting, design and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work



remedy selection, site maintenance, equipment selection, and related construction management, supervisory, inspection or engineering services.

Regulatory Compliance

Loss arising out of or related to an insured's failure to comply with applicable Federal, state, or local regulations governing compliance with respect to any a covered **underground storage tank**.

This exclusion shall not apply to any such non-compliance that occurs subsequent to release from a covered **underground storage tank**.

Sewage Back up

Loss arising out of or related to pollution conditions resulting from, in whole or in part to a **sewage back up**. This exclusion does not apply to **insured's own site**.

Work Product

Loss arising out of or related to work or operations performed by you or on your behalf, unless such work or operations are **covered operations**.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 11

Effective Date: July 1, 2020

LEAD EXCLUSION (POTABLE WATER) ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

The following is added to **Section 5.1 - Exclusions**:

This Policy does not apply to Loss:

LEAD CONTAMINATED WATER

Loss arising out of or related to any **pollution condition** or any **loss** involving in whole or in part due to lead within potable water regardless of whether any such **loss** have otherwise been affirmatively disclosed to the insurer in an application for coverage pursuant to this policy.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 12

Effective Date: July 1, 2020

AUTOMATIC ACQUISITION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

It is hereby agreed that **Section 6 – Conditions** is amended by the addition of the following:

Automatic Acquisition

It is understood and agreed that for any additional location that is purchased, leased or otherwise acquired by the **insured** during the **period of insurance** the additional premium for such location will be computed as follows:

- *If the total insured value is less than \$25,000,000 = \$0
- *If the total insured value is greater than \$25,000,000 = \$.0005633 rate per \$100 in total insured value.
- *if the total insured value is greater than \$100,000,000 reporting will be required and coverage will not apply automatically

Any location purchased, leased or otherwise acquired by the **insured** during the **period of insurance** that has a use that is consistent with the **insured's** operations as of the effective date of this Policy will be covered by the Policy with respect to **pollution conditions** that commence after the closing or lease effective date, provided that:

- 1. The Company must receive written notice within one hundred eighty (180) days of the closing or lease effective date.
- 2. If the location has any underground storage tanks, solely with respect to coverage under this Policy for such 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 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 site.

Solely with respect to **pollution conditions** that commence prior to the closing or lease effective date at any locations purchased, leased or otherwise acquired by the **insured** during the **period of insurance**, all of the following shall apply:

1. The Company must receive written notice within one hundred eighty (180) days of the closing or lease effective date; and

^{*}pro-rata based on the date that the acquisition or lease is acquired



- 2. The **insured** commissions and receives a Phase I Environmental Site Assessment report on the location that is performed by a qualified environmental consultant in accordance with ASTM Standard E 1527-05 (as subsequently revised); or
- 3. The **insured** receives a Phase I Environmental Site Assessment report on the location that has been conducted by a qualified environmental consultant for a third-party, provided that the assessment and related report are prepared in accordance with ASTM Standard E 1527-05 (or subsequent revisions), and that the consultant responsible for the assessment has provided the **insured** with written confirmation that the **insured**, as applicable, is entitled to rely on the conclusions of that report as if the assessment had been performed on its behalf.

If items 1 through 3 above are adhered to and the Phase I Environmental Site Assessment does not identify any Recognized Environmental Conditions, as defined by ASTM Standard E 1527-05 (as subsequently revised), the location will automatically be covered by the Policy effective as of the closing or lease effective date.

If the Phase I Environmental Site Assessment identifies any Recognized Environmental Conditions other than a Recognized Environmental Condition that is solely the presence of an operational **underground storage tank**, the **insured** must complete a Phase II Environmental Site Assessment. Thereafter, the Company will have thirty (30) days to review and approve the Phase II Environmental Site Assessment report. Said approval will not be unreasonably withheld, but the Company reserves the right to limit coverage with respect to any Recognized Environmental Conditions identified at the location. Upon such approval, the Company will provide a written endorsement to you confirming the effective date that the location is covered by the Policy, and describing the extent of the coverage being afforded with respect to the Recognized Environmental Conditions identified at the location. Upon written confirmation of receipt from the Company of such Phase II, if the Company does not issue confirmation of coverage by endorsement within sixty (60) days of receipt of such information, such location that is the subject of such Phase II will be deemed a covered location under this Policy, and if a Recognized Environmental Condition that is solely the presence of an operational **underground storage tank** is identified, it will be covered under this Policy.

All other terms, conditions and exclusions will remain the same



Policy Number: USL00889820 Endorsement No. 13

Effective Date: July 1, 2020

KNOWN CLAIM(S) EXCLUSION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

The following is added to **Section 5.1 - Exclusions**:

This Policy does not apply to Loss:

Known Claim(s):

Arising from a known **claim** or legal action existing prior to July 1, 2019 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 as of July 1, 2019.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 14

Effective Date: July 1, 2020

DEFINITION OF ENVIRONMENTAL LAW AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

Section 4 – Definitions, H. Environmental Law is deleted in its entirety and replaced with the following:

H. Environmental law means any federal, state, provincial or local laws, including but not limited to, statutes, rules, regulations, ordinances, guidance documents, voluntary clean-up programs and governmental, judicial or administrative orders and directives that are applicable to a pollution condition. However, environmental law shall not include any of the foregoing promulgated, adopted, or implemented by an insured during the period of insurance that are applicable to pollution conditions at an insured's own site.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 15

Effective Date: July 1, 2020

NON-COVERED ENTITIES CONFIRMATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. The following is added to the policy:

The **named insured** and the Insurer hereby agree to the following changes to this Policy:

Notwithstanding anything identified in any schedule of **insured's own sites** attached to this Policy, or definitional language contained in this Policy, or any endorsement thereto, the **named insureds** and the Insurer hereby agree that any entities or associations within the greater California State University Risk Management Authority (CSURMA), which are not specifically identified on the Named Insured Scheduled Entities Endorsement attached to this Policy, are not **named insureds** within the meaning of, or provided any insurance pursuant to, this Policy.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 16

Effective Date: July 1, 2020

PRODUCTS POLLUTION COVERAGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. The following is added to **Section 1 – Insuring Agreements**:

Products Pollution

The Company will pay on behalf of the **insured**, **loss** that the insured becomes legally obligated to pay as a result of a **claim** for **clean-up costs**, **bodily injury** or **property damage** resulting from **products pollution** for potable, reclaimed, recycled water or processed at any covered location that is also a potable water or wastewater treatment plant beyond the boundaries of any location owned, rented, operated, leased or controlled by the **insured**, arising from the **insured's products** that were manufactured, sold, handled or distributed on or after the Products Pollution Retroactive Date shown below, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable. The **clean-up costs**, **bodily injury** or **property damage** must be unexpected and unintended from the standpoint of the **insured**.

- 2. All references in **Section 3 Limits of Liability and Deductible** to Insuring Agreements A through G shall include the Products Pollution Insuring Agreement on this endorsement.
- 3. The following is added to **Section 4 Definitions**::

Products pollution means a **pollution condition** arising out of the end-use of the **insured's products**, other than the **insured's products** which are waste, but only if such end-use occurs:

- i. after possession of such insured's products has been relinquished to others by the insured or any entity under license from the insured, and
- ii. away from any location owned, rented, operated, leased or controlled by the insured or any non-owned location.
- 4. **Section 5.1-Exclusions**, paragraph **M. Products** is deleted in its entirety.
- 5. Solely with respect **loss** due to or associated with **products pollution**, **Section 6 Conditions**, **I. Other insurance** is deleted in its entirety and replaced with the following:

I. Other insurance



If other valid and collectible insurance is available to any **insured** covering a **loss** also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy will apply in excess of and will not contribute with such other insurance.

6. The following is added to ITEM 7 PURCHASED SECTIONS – DEDUCTIBLES AND LIMITS OF LIABILITY of the Declarations:

Purchased Insuring Agreement	Each Incident Deductible	Each Incident Limit	Coverage Section Aggregate Limit
Products Pollution	\$ 250,000	\$ 5,000,000	\$ 5,000,000

7. Products Pollution Retroactive Date:

Potable, reclaimed, or recycled water: 07/01/2011

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 17

Effective Date: July 1, 2020

SELF INSURED RETENTION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

- 1. All references to "deductible" are deleted and replaced with "self-insured retention".
- 2. **Section 3 Limits of Liability and Deductible**, paragraph **F. Deductible** is deleted its entirety and replaced with the following:

F. Self-Insured Retention

1. With respect to Coverages A through G and subject to the policy aggregate limit and coverage section aggregate limit, the Company will pay all loss in excess of the Self-insured Retention amount stated in the Declarations for the applicable coverage, up to but not exceeding the applicable Each Incident Limit of coverage. The Self-insured Retention amount applies to all loss, including legal expenses, and will be borne by the insured and remain uninsured. The insurance provided by this policy shall be excess over the applicable Self-insured Retention amount in the Declarations, whether such retention is collectible by reason of the refusal or inability of the insured to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make payment under this policy before the insured has paid the Self-insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-insured Retention is expressly retained by the insured and is not in any way or under any circumstances insured or assumed by the Company.

In the event that more than one Self-insured Retention amount can apply to the same **pollution condition(s)** and results in coverage under more than one coverage section, only the highest Self-insured Retention amount will be applied.

The **insured** shall promptly reimburse the Company for advancing any element of **loss** falling with the Self-insured retention.

2. With respect to Coverage H and subject to the policy aggregate limit, coverage section aggregate limit and Each Incident Limit stated in the Declarations, the Company will pay all **business interruption expense** and **extra expense** in excess of the Each Deductible (days) stated in the Declarations.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 18

Effective Date: July 1, 2020

MICROBIAL MATTER DEDUCTIBLE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

Section 3 – Limits of Liability and Deductible is amended to include the following:

Solely with respect to Coverage A through D and **loss** arising from or associated with **microbial matter**, all references to deductible in Item 7. PURCHASED COVERAGE SECTIONS – DEDUCTIBLES AND LIMITS OF LIABILITY are deleted in their entirety and replaced with the following:

Coverage Athrough D Microbial Matter Deductible:

\$250,000 Each Incident Deductible

All other terms, conditions or exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 19

Effective Date: July 1, 2020

COVERAGE D AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. **Section 1 – Insuring Agreements**, **D. Emergency Response Costs** is deleted in its entirety and replaced with the following:

D. Emergency Response Costs

The Company will pay on behalf of the **insured**, **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 the **emergency response costs** be incurred within one hundred sixty eight (168) hours of the commencement of such a **pollution condition**, and reported to the Company within fourteen (14) days of the commencement of such a **pollution condition** and the corresponding coverage was purchased as stated in the Declarations.

- 2. **Section 4 Definitions, G. Emergency response costs** is deleted in its entirety and replaced with the following:
 - **G.** Emergency response costs means reasonable and necessary expenses, including legal expenses, incurred in response to an imminent threat to human health or the environment and incurred within one hundred sixty eight (168) hours of the commencement of the **pollution condition**, in order to investigate, remove, treat, contain, neutralize or abate soil, surface water, groundwater or other contamination.
- 3. **Section 7 Claims and Notice Requirements**, paragraph B. is deleted in its entirety and replaced with the following:
 - B. If emergency response costs have been incurred, the insured will forward to the Company within twenty-one (21) days of the first commencement of any pollution condition for which the emergency response costs have been incurred, all information stated in paragraph A above.

All other terms, conditions or exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 20

Effective Date: July 1, 2020

COVERED OPERATIONS DEDUCTIBLE AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

Solely with respect to the **named insureds** schedule below, this policy is amended as follows:

Section 3 – Limits of Liability and Deductible is amended to include the following:

Solely with respect to Coverage G, all references to deductible in Item 7. PURCHASED COVERAGE SECTIONS – DEDUCTIBLES AND LIMITS OF LIABILITY are deleted in their entirety and replaced with the following:

Coverage G Deductible:

\$50,000 Each Incident Deductible

Scheduled named insureds:

Per excel spreadsheet on file with the company titled "AORMA Named Insured Listing.xlsx" listed on the Named Insured AO tab of the spreadsheet on file with the company.

All other terms, conditions or exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 21

Effective Date: July 1, 2020

DEFINITION OF COVERED OPERATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

Section 4 – Definitions, E. Covered Operation is deleted in its entirety and replaced with the following:

Covered operation means 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 operation** does not include **transportation**.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 22

Effective Date: July 1, 2020

LIMITS OF LIABILITY AND DEDUCTIBLE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This Policy is amended as follows:

1. The **DECLARATIONS** is amended to include the following additional provision:

DEDICATED LIMITS OF LIABILITY - EACH MEMBER

EACH MEMBER EACH INCIDENT LIMIT \$5,000,000

EACH MEMBER AGGREGATE LIMIT \$5,000,000

2. **Section 3 – Limits of Liability and Deductible, C. Each Incident Limit** is amended to include the following additional provision:

However, in the event that a **pollution condition(s)** results in coverage under the Products Pollution Coverage as well as under Insuring Agreements A, B or C, and the products pollution Each Incident Limit of coverage has been exhausted, then subject to the policy aggregate limit, the most the company will pay for all **loss** arising from such **pollution condition(s)** at the **insured's own site** is \$5,000,000.

 Section 3 – Limits of Liability and Deductible is amended to include the following additional provisions:

Dedicated Limits of Liability - Each Member

Subject to the Each Member Aggregate Limit stated in the Declarations, the most the Company will pay for all **loss** arising out of the same, related or continuous **pollution condition(s)** on behalf of each member scheduled as a **named insured** on a "Named Insured – Scheduled Entities Endorsement" attached to this Policy is the Each Member Each Incident Limit stated in the Declarations. The Each Member Each Incident Limit is part of, and not in addition to the policy aggregate limit stated in the Declarations.

The most the Company will pay for all **loss** on behalf of each member scheduled as a **named insured** on a "Named Insured – Scheduled Entities Endorsement" attached to this Policy is the Each Member Aggregate Limit stated in the Declarations. The Each Member Aggregate Limit is part of, and not in addition to the policy aggregate limit stated in the Declarations.

Defense Costs - Each Member



- We will pay up to \$100,000 on behalf of each member scheduled as a named insured on a "Named Insured Scheduled Entities Endorsement" attached to this Policy for defense costs. Such payment will not erode the Each Member Each Incident Limit or the Each Member Aggregate Limit shown on the Declarations. Such payment will erode the policy aggregate limit stated in the Declarations.
- 2. Solely with respect to such **defense costs** paid by the Company under this provision, **Section 4 Definitions**, paragraph **Q.** is amended to include the following additional provision:

[Q. Loss means:]

However, paragraph 5 above does not include **defense costs** paid by the Company under the Defense Costs – Each Member provision.

All other terms, conditions and exclusions will remain the same.



Policy Number: USL00889820 Endorsement No. 23

Effective Date: July 1, 2020

PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) AND RELATED CHEMICALS OR PRODUCTS EXCLUSION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

Section 5.1 – Exclusions is amended to include the following additional exclusion:

This Policy does not apply to:

Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Related Chemicals or Products

Any **claim** or **loss** arising out of or in any way involving:

- 1. Perfluoroalkyl or polyfluoroalkyl substances (PFAS), also known as perfluorinated chemicals (PFCs), including but not limited to related chemicals or products;
- 2. Any precursor of any substance or chemical listed in paragraph 1 above;
- 3. Any additive to any substance or chemical listed in paragraph 1 above; or
- 4. Any daughter compound or degradation by-product of any substance or chemical listed in paragraph 1 above.

All other terms, conditions and exclusions will remain the same.

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Policy Number: USL00889820 Endorsement No. 24

Effective Date: July 1, 2020

VIRUS AND COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ENVIRONMENT PROTECT PREMISES

This Policy is amended as follows:

Section 5.1. – Exclusions is amended to include the following additional exclusion:

This Policy does not apply to:

Virus and Communicable Disease

Any **claim** or **loss** arising from any virus or communicable disease.

THE PROVISIONS OF THIS ENDORSEMENT APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS POLICY AND SUPERSEDE ANY OTHER TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THIS POLICY OR ITS ENDORSEMENTS.

All other terms and conditions of the Policy will remain unchanged.

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Named Insured: California State University Risk Management Authority Policy Number: USL00889820 **Endorsement Number** 25 **Effective Date:** July 01, 2020 GENERAL CHANGE ENDORSEMENT This endorsement modifies insurance provided under the following: **ENVIRONMENT PROTECT PREMISES** Policy changes are indicated by an \square and amended to read as shown below. ☐ 1. Named Insured. □ 14. Mailing Address of Named Insured □ 2. Policy Period ☐ 15. Policy Conditions ☐ 3. Form of Business ☐ 16. Business Description 4. Location(s) of all Premises you own, rent or occupy ☐ 17. Description or location of property ☐ 5. Location(s) added ☐ 18. Location(s) deleted ☐ 6. Total Advance Premium ☐ 19. Coverages 7. Limit(s) of Insurance ☐ 20. Deductibles 8. Covered Auto Symbol(s) ☐ 21. Rating Information 9. Additional Insured(s) added ☐ 22. Premium Basis ☐ 10. Premium Computation ☐ 23. Other ☐ 11. Audit Period 24. Forms/Endorsement deleted ☐ 12. Forms/Endorsement added ☐ 25. Item(s) listed below deleted from Schedule ☐ 13. Item(s) listed below added to Schedule 14. The Named insured mailing address on the ENVIRONMENTAL LIABILITY POLICY DECLARATIONS is amended to read: 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210 Additional Premium payable at Endorsement Effective Date Return Premium payable at Endorsement Effective Date

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☐ Installments amended per attached Premium Installment Endorsement

☒ No change in premiumDate of Issue: August 18, 2020