



# Public Entity Pollution Liability (APEEL)

## COVERAGE SUMMARY

**INSURER:**

Illinois Union Insurance Company

**POLICY NO.**

PPL G2716822A 006

**A.M. BEST RATING:**

A++ (Superior)  
XV (\$2Billion or greater)

**S&P RATING:**

AA, Very Strong

**POLICY TERM:**

July 1, 2018 to  
July 1, 2019

**RETROACTIVE DATE:**

July 1, 2011

**QUESTIONS:**

**Mimi Long**

(415) 403-1423

[mlong@alliant.com](mailto:mlong@alliant.com)

**Van Rin**

(415) 403-1408

[vrin@alliant.com](mailto:vrin@alliant.com)

**This is a “claims-made and reported” policy:**

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

**NAMED INSURED:**

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

**ADDITIONAL NAMED INSURED:**

All California State University campuses and auxiliary organizations

**COVERED LOCATION:**

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

**COVERED OPERATIONS:**

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

**COVERAGE:**

**Pollution Conditions or Indoor Environmental Conditions:** Coverage for claims and first-party claims arising out of: A pollution condition on, at, under or migrating from a covered location; or an indoor environmental condition at a covered location.

**Transportation Coverage:** Coverage for claims and first-party claims arising out of a pollution condition resulting from transportation.

**Non-Owned Disposal Site Coverage:** Coverage for claims arising out of a pollution condition on, at, under or migrating from a non-owned disposal site.

**Covered Operations Coverage:** Coverage for claims and first-party claims arising out of a pollution condition or indoor environmental condition resulting from covered operations. Covered operations are defined as any operations specifically identified in the application and any supporting documentation provided to the Insurer by the Insured prior to policy inception which are performed by or on behalf of the Insured outside the physical boundaries of a covered location. Covered operations does not mean transportation.

**Products Pollution Coverage:** Coverage for claims arising out of product pollution.

**Indoor Environmental Condition definition** includes fungi and legionella.

**Pollution Condition definition** includes illicit abandonment.

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



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**LIMITS:**

\$7,000,000	Per Pollution Condition or Indoor Environmental Condition
\$7,000,000	Policy Aggregate limit for all Pollution Conditions and Indoor Environmental conditions
\$4,500,000	Per Indoor Environmental Condition Sublimit and Aggregate
\$3,000,000	Per Indoor Environmental Condition (caused by bacteria or viruses) Sublimit and Aggregate
\$7,000,000	Per Product Condition Sublimit
\$7,000,000	Aggregate Product Conditions Sublimit
\$7,000,000	Aggregate Operations Conditions Sublimit
\$500,000	Catastrophe Management Costs Sublimit; however, \$250,000 of this limit may be eroded by other APIP member prior to CSURMA loss.

\* Defense costs are inside (and will reduce) the total limit.

\* The insurer has a duty to defend.

**SELF-INSURED RETENTION:**

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

**EXTENDED REPORTING PERIOD:**

90 Days Automatic Basic Extended Reporting Period

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

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

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

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**HOW TO REPORT A CLAIM:**

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

To: CHUBB Environmental Risk Claims Manager  
CHUBB USA Claims  
P.O. Box 5103  
Scranton, PA 18505-0510

(888) 310-9553 – 24 Hour Emergency Response Hotline

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

cc: Alliant

**CSURMAclaims@alliant.com**

**After Hours Reporting:**

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

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