

# COVER PAGE

Insured's Name: Crescent Beach Condominium Association, Inc. Policy # STP-415612  
UMR # \_\_\_\_\_  
(Lloyd's Policies Only)

Policy Dates: From: 10/3/2021 To: 10/3/2022  
Endt Effective Date: \_\_\_\_\_ Endt #: \_\_\_\_\_

Surplus Lines Agent's Name: Timothy L. Clegg

Surplus Lines Agent's Address: 335 E. Germann Rd. #340 Gilbert, AZ 85297

Surplus Lines Agent's License #: P172454

Producing Agency's Name: Gulfshore Insurance

Producing Agent's Name: Joe Thompson

Producing Agency's Physical Address: 4100 Goodlette Road North, Naples, FL 34103

**“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”**

**“SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.”**

Policy Premium: \$400.00

Policy Fee: \$35.00

Florida Tax: \$21.49

FSLSO Fee: \$0.26

Surplus Lines Agent's Countersignature: \_\_\_\_\_ TL C

**“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”**

**“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU”**



**CRUM & FORSTER SPECIALTY INSURANCE  
COMPANY**

305 Madison Avenue, Morristown NJ 07962

**COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS**

<b>POLICY NUMBER:</b> STP-415612	<b>RENEWAL OF:</b> STP-409017	<b>DATE ISSUED:</b> 09/29/2021
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Item 1.	<b>NAMED INSURED &amp; ADDRESS:</b> CRESCENT BEACH CONDOMINIUM ASSOCIATION, INC. 100 N. Collier Blvd. Marco Island, FL 34145	<b>PRODUCER NAME &amp; ADDRESS:</b> UCPM, INC. 335 E Germann Rd., #340 Gilbert, Arizona 85297-2924	
	<b>FORM OF BUSINESS:</b> Corporation	<b>PRODUCER CODE:</b> 9495	
Item 2.	<b>POLICY PERIOD:</b>	10/03/2021 to 10/03/2022 12:01 a.m. Standard Time at the Named Insured's address stated above.	
	<b>LIMITS OF INSURANCE:</b>		
	Policy Aggregate Limit	\$1,000,000	
	Each Confirmed Release:	\$1,000,000	
	Defense Expense Aggregate Limit:	\$1,000,000	
Item 4.	<b>DEDUCTIBLE/SELF-INSURED RETENTION:</b>	See Deductible schedule Endorsement CFSTP 00 002	
Item 5.	<b>RETROACTIVE DATES:</b>	See Endorsement CFSTP 00 525	
Item 6.	<b>PREMIUM:</b>		
		Policy Premium:	\$400
		TRIPRA Premium:	Excluded
		Total Policy Premium:	\$400
		Minimum Earned Premium:	25%
		Minimum Policy Premium:	100%
Item 7.	<b>AUDIT PERIOD:</b> Not Subject to Audit	Basis: Units: 0 USTs ,1 ASTs	Rate: Flat

THESE DECLARATIONS, TOGETHER WITH POLICY JACKET, MASTER FORMS LIST, SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF THE ABOVE NUMBERED POLICY.

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

## SCHEDULE OF FORMS & ENDORSEMENTS

<b>Form No.</b>	<b>Form Title</b>
CFSTP 00 001 10 16	COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS
EN002-0211	SCHEDULE OF FORMS AND ENDORSEMENTS
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICY HOLDERS
CS 07001 01 21	C&F SPECIALTY SIGNATURE PAGE
EN0004-0521	CLAIMS REPORTING
EN0005-1017	SERVICE OF PROCESS CLAUSE
EN0007 1019	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
EN0011-1014	PRIVACY NOTICE
EN0050-0816	EMERGENCY RESPONSE HOTLINE
EN0052-0816	NOTICE OF LOSS ALL
CFSTP 00 000 01 15	STORAGE TANK POLLUTION POLICY
CFSTP 00 002 01 21	DEDUCTIBLE ENDORSEMENT
CFSTP 00 525 05 16	COVERED STORAGE TANK COVERAGE ENDORSEMENT
CFSTP 00 546 10 13	LOADING OR UNLOADING COVERAGE ENDORSMENT
CFSTP FR CERT-FL	FINANCIAL RESPONSIBILITY CERTIFICATE OF INSURANCE - FL

# 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:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- 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.

**Crum & Forster Specialty Insurance Company**  
**A Delaware Corporation**  
**Home Office: Wilmington, DE**

(A Capital Stock Company)

SIGNATURE



Marc J. Adee  
Chairman and CEO

SIGNATURE



Michael P. McTigue  
Secretary



**CRUM & FORSTER®**

A FAIRFAX COMPANY

## **CLAIMS REPORTING**

Notice of a claim or circumstances to the Insurer shall be reported to:

**Crum & Forster  
Claims Department  
305 Madison Avenue  
Morristown, New Jersey 07960  
Email: [crumandforsternol@cfins.com](mailto:crumandforsternol@cfins.com)  
Phone: (800) 690-5520  
Fax: (877) 622-6204  
Online: [CFConnect.cfins.com](http://CFConnect.cfins.com)**

Notice given in writing to the Insurer's broker will be considered notice to the Insurer.

## **SERVICE OF PROCESS CLAUSE**

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name: Marc Adee, President  
Name of Company or Firm: Crum & Forster Specialty Insurance Company  
Mailing Address: 305 Madison Avenue  
Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

In consideration of the premium charged it is hereby agreed that:

**A.** The following exclusion is added to all coverage parts of this policy:

This insurance does not apply to:

### **Terrorism**

“Any injury or damage” arising directly, or indirectly, out of a “certified act of terrorism”, or out of an “other act of terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the “coverage territory”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would have been covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** above describe the thresholds used to measure the magnitude of an incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B.** The following definitions are added to this policy:

1. For the purposes of this endorsement, “any injury or damage” means any injury or damage under any coverage part to which this endorsement applies, and includes, but is not limited to, “damages”, “bodily injury”, “property damage”, “personal and advertising injury”, “cleanup costs” or “ultimate net loss” as may be defined in any applicable coverage part.
2. “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. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
  - a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or



(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of Title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. 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 of affect the conduct of the United States Government by coercion.

3. "Other acts of terrorism" means 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 of affect the conduct of the United States Government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act 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.

C. The terms and limitation of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under any coverage part of this policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



## **Crum & Forster<sup>1</sup> Privacy Principles**

Crum & Forster's Privacy Principles guide our conduct in the collection, use, release and security of personal and confidential information we obtain as part of our business of providing and servicing commercial insurance products, including underwriting, policy administration, insurance claims adjusting, appraisal and loss control services. These principles define Crum & Forster's commitment to the privacy and integrity of the information we accumulate, manage and store.

### **Who collects and has access to non-public personal information?**

Personal information may be collected by and/ or shared with employees of Crum & Forster or by any of Crum & Forster's authorized representatives, attorneys, or others who provide services to Crum & Forster in connection with providing and servicing its commercial insurance products, such as claims administrators, independent appraisers, managed care providers, systems vendors, or similar service providers. Crum & Forster requires service providers to honor the privacy principles in the handling of non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose information to third parties as allowed by law. For example, in response to a subpoena or other order or inquiry of a court, regulator or governmental agency or to its insurers.

### **Why does Crum & Forster need personal information and what do we do with it?**

Crum & Forster limits the collection, disclosure, and use of customer information to only what is needed to properly underwrite and service its insurance products, and/ or to fulfill legal or regulatory requirements.

Crum & Forster collects personal information solely for conducting its business of underwriting and servicing and administering its insurance products including, but not limited to:

- Underwriting and renewal of its commercial insurance products;
- Claims Handling and adjusting, including investigation and payment of claims;
- Claims administration and reporting;
- Fraud detection and prevention;
- Loss Control;
- Complying with the law and reporting requirements;
- Business activities that Crum & Forster may legally undertake.

Crum & Forster does not sell information to any third parties, and does not use it for marketing any of its insurance products.

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<sup>1</sup> The Crum & Forster family of companies includes:

United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Insurance Company, Crum & Forster Underwriters Co. of Ohio, Crum & Forster Specialty Insurance Company, and Seneca Insurance Company

## **What types of information are collected?**

The type of information that Crum & Forster collects varies according to the insurance product involved, and may include information we receive from you on applications and other forms; information we receive from your employer; information we receive from other sources such as motor vehicle reports.

## **Safeguarding Your Privacy**

Access to non-public personal information is limited to those employees who specifically need such information to conduct their business responsibilities.

If you conclude your relationship with us, we will continue to safeguard your privacy in accordance with the standards described in this notice.

We maintain physical, electronic and procedural safeguards to protect non-public personal information.

Our employees have been provided with a copy of this policy and receive annual training on safeguarding non-public personal information. Employees who violate these standards are subject to disciplinary measures.

## **About Our Website**

Our website is used only to disseminate information. Crum & Forster does not place electronic "cookies" in the browser files of any guests. We do not collect any individual information as a result of the public visiting the site. In other words, we may count how many times our site has been visited, but do not gather any personal information about the visitors. If you send us an email, your communication will identify you to us. However, we will only use the information you provide to respond to your inquiry. The privacy of communication over the Internet cannot be guaranteed. Crum & Forster does not assume any responsibility any loss or damage you may experience or incur by the sending of personal information over the Internet by or to Crum & Forster.

## **Questions?**

If you have any questions concerning our Privacy Principles, please contact our Privacy Compliance Officer at:

Crum & Forster  
Attn: Privacy Compliance Officer  
305 Madison Avenue  
Morristown, New Jersey 07960



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## EMERGENCY RESPONSE HOTLINE INFORMATION

**IMMEDIATELY REPORT ALL SPILLS OR RELEASES!**

**The Crum & Forster Spill Reporting Program**

**1-855-942-2325**

As part of our value added policy services, Crum & Forster has established an Emergency Response Hotline for immediate reporting of pollution events or other events requiring immediate action or emergency response. The telephone number for the Hotline is noted above.

The **Environmental Casualty Notice Of Loss Endorsement (EN0052)** has been provided as part of your policy and outlines the instructions and information necessary to make a full report of such an incident. Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of *emergency environmental response costs* is conditioned on timely reporting by use of the Emergency Response Hotline.

The **Claims Reporting Endorsement (EN0004)** provides instructions and information for reporting all other non-emergency claims, incidents and occurrences.

Crum & Forster also has a **Spill Response Information Packet** available by request. It is designed for facilities, project sites and vehicles to provide easy reference to incident response measures and information. The packet contains:

- Initial Incident Questionnaire form;
- Crum & Forster Spill Reporting Program brochure;
- Chemical Incident Response Decision Logic sheet;
- Accident Documentation Card templates;
- Witness Statement forms;
- Wallet Card templates;
- Crum & Forster Spill Response Program Sticker templates; and
- Spill Control Equipment brochure.

All of the templates are pre-formatted for easy printing.

*Please note that the Environmental Casualty Notice Of Loss Endorsement and Spill Response Information Packet are tools to aid you in gathering the necessary claim, incident or occurrence information. By providing these tools, we do not guarantee coverage under the policy or relieve you of any of your duties or obligations under the policy. Please carefully read and understand the coverage form and your duties and obligations within the policy.*



**RESPONDING AGENCIES:**

Fire/Police Department(s):		
Officer	Badge No.:	
Address:	Phone:	
Other Authorities or Contactors		
Entity	Contact:	Phone

**COMPLETE FOR AUTO LOSSES**

<b>INSURED DRIVER INFORMATION:</b>		
Company Name:		
Driver Name:	SSN:	
Driver Home Address:	Phone:	
City:	State:	Zip:
Driver's License No. and State of Issuance:		
Co-Driver Name:	SSN:	
Co- Driver Home Address:	Phone:	
City:	State:	Zip:
Co-Driver's License No. and State of Issuance:		

<b>INSURED'S VEHICLE INFORMATION:</b>			
Truck/Tractor No.:	Year:	Make:	VIN:
1 <sup>st</sup> Trailer No.:	Year:	Make:	VIN:
2 <sup>nd</sup> Trailer No.:	Year:	Make:	VIN:

<b>INSURED CARGO INFORMATION:</b>			
What type of cargo were you hauling?			
Was it hazardous material?	Y / N	Did it spill?	Y / N
Estimated Quantity Spilled:	Gallons:	Ground Water Affected?	Y / N
Describe the extent of the spill and actions taken to contain/remediate:			

OTHER VEHICLE INFORMATION:				
Owner Name:			Phone:	
Address:			Phone:	
City:		State:		Zip:
Year:	Color::	Make	VIN:	
Driver Name:			SSN::	
Driver Home Address:			Phone:	
City:		State:		Zip:
Driver's License No. and State of Issuance:				
Insurance Company:			Policy Number:	
Description of Damage:				

*\*If more than one other vehicle is involved, list the above information for each on a separate page and attach it to this report.*

WITNESS INFORMATION			
Name	Address	Phone	Type of Injury

# STORAGE TANK POLLUTION POLICY

**THE COVERAGE AFFORDED UNDER THIS POLICY IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS.**

**PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words 'you and your' refer to the Named Insured shown in the Declarations. The words 'we, us and our' refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED.**

Other words and phrases that appear in quotations have special meaning. Refer to **SECTION XI - DEFINITIONS.**

"Claim(s)" must first be made by or against the insured during the "policy period" and "claim(s)" must be reported to us by the insured during the "policy period"; or **SECTION X - EXTENDED REPORTING PERIOD** if applicable.

This policy is storage tank specific. Only "scheduled storage tank system(s)" are covered. Prior notice of any "scheduled storage tank system" removal or replacement is required under this policy.

In consideration of the payment of premium and your agreement to pay the Deductible as described in **SECTION VII - DEDUCTIBLE AMOUNT**, and in reliance upon the statements in the application made a part hereof, and subject to **SECTION V - LIMITS OF INSURANCE** as set forth in the Declarations, and **SECTION II - EXCLUSIONS** and **SECTION VIII - CONDITIONS** and all other terms of this policy; we agree as follows:

## **SECTION I - POLLUTION LIABILITY COVERAGE**

### **1. Insuring Agreement - "Bodily Injury" and "Property Damage" Liability**

- a. We will pay those sums that the insured becomes legally obligated to pay because of "bodily injury" or "property damage" arising out of a "confirmed release" that first commences on or after the "retroactive date" and is first discovered by the insured during the "policy period". The amount we will pay for damages is limited as described in **SECTION V - LIMITS OF INSURANCE**. We may at our discretion investigate any "pollution condition" and settle any "claim" or "suit" that may result.
- b. This insurance applies only to "bodily injury" and "property damage" caused by a "confirmed release" that first commences on or after the "retroactive date" shown in the Declarations only if:
  - (i) the "confirmed release" is from a "scheduled storage tank system(s)" at a scheduled site(s) as shown in the declarations; and
  - (ii) the insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "claim" or "suit" on the merits in the "coverage territory" or in a settlement we agree to.



- c. This insurance applies to “bodily injury” and “property damage” caused by a “confirmed release” only if a “claim” or “suit” for damages because of the “bodily injury” or “property damage” is first made against the insured and reported to us in writing during the “policy period” or extended reporting period, if applicable. Provided that:
- (i) a “claim” or “suit” by a person or organization seeking damages will be deemed to have been made when written notice of such “claim” or “suit” is reported; and
  - (ii) two or more “claim(s)” arising out of the same, interrelated, associated, repeated or continuous “confirmed release(s)” or a series of related “confirmed release(s)” shall be considered a single “claim”, and shall be subject to one Limit of Liability and only one Deductible as set out in the Declarations, regardless of the number of “insured(s)” or claimants involved or the number or amount of “loss” or “policy period(s)” for which “confirmed release(s)”, “corrective action” or loss(es), occurred and regardless of the number of “confirmed release(s)” alleged to have occurred.

## 2. Insuring Agreement – “Corrective Action” Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as “corrective action” to which this insurance applies. The amount we will pay for such “corrective action” is limited as described in **SECTION V – LIMITS OF INSURANCE**.
- b. This insurance applies to “corrective action” only if:
- (i) the “corrective action” arises directly out of a “confirmed release” commencing on or after the “retroactive date” shown on the Policy Declarations or as specifically endorsed to the policy; and
  - (ii) the insured’s obligation to pay for “corrective action” because of a “confirmed release” is asserted by the applicable “implementing agency” under “storage tank environmental regulations”. Notice asserting such obligation must be first received by you and reported to us in writing, in such written form as we may require, during the “policy period” or the optional extended reported period, if applicable.

## 3. Insuring Agreement - Defense Costs

We have the right and duty to defend any “claim” or “suit” seeking damages. We will pay the costs to investigate, contest, defend or appeal “bodily injury”, “property damage” and “corrective action” to which this insurance applies. The amount we will pay is limited as described in **SECTION VI - LIMIT OF DEFENSE**.

No other obligation or liability to pay sums or to perform acts or services is covered under this policy.

## SECTION II – EXCLUSIONS

This insurance does not apply to any “claim”, “corrective action”, “suit” or costs to investigate, contest, defend, or appeal “arising from”:

### 1. Prior Pollution Conditions

Any “pollution condition” existing, commencing or occurring prior to the “retroactive date” shown on the Declarations or as specifically endorsed to the policy, or any known “pollution condition” existing, commencing or occurring prior to the policy inception that is not disclosed in writing prior to policy inception as part of the application for insurance.

## **2. Criminal, Fraudulent or Dishonest Acts**

Any “claim”, “suit”, or “corrective action” arising from a “confirmed release” based on :

- a. Any criminal, fraudulent, or dishonest act, omission or offense committed by the insured;
- b. Any act, omission or offense committed by the insured with knowledge of its wrongful nature or with the intent to cause damage;
- c. The obtaining by the insured of any profit, gain or advantage to which the insured is not legally entitled; or
- d. Violation of the provisions of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C. Sections 1961 et seq. by the insured.

## **3. Regulatory Non-Compliance**

Any “pollution condition” based upon or attributable to any insured’s intentional, willful or deliberate noncompliance with any statute or regulation including those set forth in Title 40 of the Code of Federal Regulations and/or any ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

## **4. Auto, Aircraft or Watercraft**

The ownership, entrustment to others, maintenance, use, operation, “loading” or “unloading” of any “automobile”, rolling stock, aircraft or watercraft owned or operated by or rented or loaned to any insured.

This exclusion applies even if the “claim”, “corrective action” or “suit” against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another by that insured, or if the “confirmed release” which caused the “bodily injury” or “property damage” involved the ownership, entrustment to others, maintenance, use, operation, “loading” or “unloading” of any “automobile”, rolling stock, aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

## **5. Storage Tank Removal or Upgrades**

Any cost or expense associated with the repair, reconstruction, replacement, removal, upgrading or rebuilding of any “scheduled storage tank system” or any other improvements, site enhancements or routine maintenance on, within or under the site at which “scheduled storage tank system(s)” are located, and any cost or expense associated with the removing, replacing or recycling of the contents or components of any “scheduled storage tank system(s)”.

## **6. Damage to Property**

“Property damage” to a “scheduled storage tank system(s)”.

## **7. Acquired Properties**

Any “pollution conditions” at any property the insured first acquires, leases, rents, or occupies after the inception date, unless coverage for such property is specifically endorsed to this Policy.

## **8. Abandonment**

Any “confirmed release” commencing after the date any “scheduled storage tank system(s)” is sold, closed in place, “abandoned”, given away, subleased (unless approved in writing by us prior to the commencement of the sublease) or ceases to be operational by or otherwise under the control of the insured.

## **9. Compatible Substances**

Any storage of substances which are not listed by the “scheduled storage tank system(s)” component manufacturer as compatible with the construction materials of the “scheduled storage tank system(s)”.

## **10. Tank Maintenance and Usage**

Any removing, replacing or recycling of any contents of any “scheduled storage tank system(s)”.

## **11. Unlisted Substances**

Any “pollution condition” due to the presence of substances not included within the definition of “pollutant”.

## **12. Workers’ Compensation and Similar Laws**

Any obligation of any insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law, including without limitation, “bodily injury” to any person, whether or not an “employee” of any insured.

## **13. Employers’ Liability**

Any “bodily injury” or “property damage” to:

- a. An employee or former employee of any insured, including any “leased employee” or “borrowed employee”, arising out of and in the course of:
  - (i) Employment by any insured; or
  - (ii) Performing duties related to the conduct of any insured’s business.
- b. The spouse, child, parent, brother or sister of that employee, former employee, “leased employee” or “borrowed employee” identified in paragraph a. above.

This exclusion applies:

- a. Whether any insured may be liable as an employer, former employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who may be liable to pay damages because of the injury or damage.

## **14. Contractual Liability**

Any liability for which the insured is obligated to pay as damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

## 15. Cross Liability

Any "claim", "suit", or "corrective action" claimed by any of the following

- a. any related business enterprise which is operated, managed or owned, in whole or in part, by the insured;
- b. a parent company of the insured;
- c. any affiliated or subsidiary company of the insured; or
- d. any Named Insured against another Named Insured.

## 16. Excluded Damages

Any punitive, exemplary, or multiplied compensatory damages or statutory assessments or any civil, administrative, or criminal fines or penalties or the return of or reimbursement for legal fees, costs or expenses imposed upon an insured.

## 17. Date Recognition

Any "claim", "suit", or "corrective action" due to the inability to correctly recognize, process, distinguish, interpret or accept any date "arising from" any actual or alleged failure, modification to, malfunction or inadequacy of:

- a. any of the following, whether belonging to any insured or to others or whether recommended, sold, procured, designed or developed by any insured or others:
  - (i) computer hardware, including micro-processors;
  - (ii) computer application software;
  - (iii) computer operating systems and related software;
  - (iv) computer networks;
  - (v) micro-processors, semi-conductors, or digital, analog or integrated devices not part of any computer systems; or
  - (vi) any other computerized or electronic equipment or components; or
- b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in this exclusion.

## 18. War

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, strike, riot, or civil commotion.

## 19. Other "Claims" or "Suits"

"Bodily injury", "property damage" or "corrective action" which does not arise directly out of a "pollution condition".

## 20. Nuclear Hazard

- a. Any “claim”, “suit”, or “corrective action” for which there is any other policy, insurance or coverage or with respect to which an insured under this policy is also an insured under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under such policy but for its termination upon exhaustion of its Limits of Liability.
- b. Any “claim”, “suit” or “corrective action” “arising from” the hazardous properties of “nuclear material” and with respect to which:
  - (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any laws amendatory thereof, or
  - (ii) the insured is, or had this Policy not been issued by us would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- c. Any “claim”, “suit” or “corrective action” “arising from” the hazardous properties of any radioactive material, “nuclear material”, “nuclear waste” or “spent fuel”.
- d. As used in this exclusion:
  - (i) “hazardous properties” includes radioactive, toxic or explosive properties;
  - (ii) “nuclear material” means “source material”, “special nuclear material” or “byproduct material”;
  - (iii) “source material”, “special nuclear material” and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amending thereof;
  - (iv) “spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”;
  - (v) “nuclear waste” means any waste material containing “nuclear material”, radioactive material or “byproduct material”;
  - (vi) “nuclear facility” means:
    - (a) any “nuclear reactor”;
    - (b) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing “spent fuel”, or handling, processing or packaging “waste”;
    - (c) any equipment or device used for the processing, fabricating or alloying of “special nuclear material”, if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consist of or contains more than twenty-five (25) grams of plutonium or uranium two-hundred and thirty-three (233) or any combination thereof, or more than two-hundred and fifty (250) grams of uranium two-hundred and thirty-five (235);
    - (d) any structure, basin, excavation, premises or place prepared or used for the storage of disposal of “nuclear waste”, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
  - (vii) “nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

## 21. Progressive Or Continuing Injury Or Damage.

Any “pollution condition”, “bodily injury”, “property damage” or “corrective action” occurring or existing partly before and partly on or after the “retroactive date” will be deemed to have occurrence or existed before the “retroactive date”.

If the date cannot be determined upon which such “pollution condition”, “bodily injury”, “property damage” or “corrective action” first occurred or existed then, for the purposes of policies issued by us, such “pollution condition”, “bodily injury”, “property damage” or “corrective action” will be deemed to have occurred or existed before the “retroactive date”.

### SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, then you and your spouse are insured's, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture then you are an insured. Your members, your partners and their spouses are also insured's, but only with respect to the conduct of your business.
- c. A limited liability company, then you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, then you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your executive officers or directors of the organization. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, then you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your employees, but only for acts within the scope of their employment.
- b. The heirs, executors, administrators, assigns, and legal representatives of the insured in the event of death, incapacity, or bankruptcy.
- c. Any other person or entity endorsed under this policy as insured.

### SECTION IV- COVERAGE TERRITORY

Coverage territory means the United States of America (including its territories and possessions) and Puerto Rico.

### SECTION V - LIMITS OF INSURANCE

The most we will pay regardless of the number of:

- a. "Insured(s)";
- b. "Claims" made or "suits" brought;
- c. Persons or organizations making "claims" or bringing "suits" or;
- d. "Implementing agency" actions taken with respect to "corrective action".

The **LIMITS OF INSURANCE** shown in the Declarations in effect when the "confirmed release" was reported are the most we will pay for the sum of all "corrective action", "claims" and "suits" because of that "confirmed release". The Per "Confirmed Release" Limit less the **DEDUCTIBLE AMOUNT** is the most we will pay for the sum of "claims", "corrective action" and "suits" from a "confirmed release" which is reported during the "policy period".

Subject to the Per "Confirmed Release" Limit, the Policy Aggregate Limit is the most we will pay for the sum of all "corrective action", "claims" and "suits" from all "confirmed releases" reported during the "policy period".

In addition to the **LIMITS OF INSURANCE**, we will pay:

- a. All prejudgment interest awarded against the insured on that part of a judgment we pay. If we make an offer to pay the **LIMITS OF INSURANCE**, we will not pay any prejudgment interest based on that period of time after the offer; and

- b. All interest on the full amount of a judgment that occurs after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the **LIMITS OF INSURANCE**.

The limits of this policy apply separately to each consecutive annual term and to any remaining term of less than 12 months, starting with the beginning of the “policy period” shown in the Declarations, unless the “policy period” is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposed of determining the **LIMITS OF INSURANCE**.

## **SECTION VI - LIMIT OF DEFENSE**

The **LIMIT OF DEFENSE** as shown in the Declarations of the policy in effect when the “confirmed release” was reported, less the **DEDUCTIBLE AMOUNT** is the most we will pay for all costs to investigate, contest, defend or appeal “claims” or “suits” from a “confirmed release” reported during the “policy period”.

As part of the **LIMIT OF DEFENSE**, we will pay:

- a. All expenses we incur which are attributable to a “claim” or “suit”;
- b. The cost of bonds to release attachments, but only for bond amounts within the **LIMITS OF INSURANCE**. We do not have to furnish these bonds.
- c. All costs taxed against the insured in a covered “suit”.

We will only pay the costs to investigate, contest, defend or appeal “claims” or “suits” when each of the following conditions is met:

1. The “claim” or “suit” is a covered “claim” or “suit” in accordance with Section I, items 1 and/or 2; and
2. The **LIMITS OF INSURANCE** for such coverage in Section I, items 1 and/or 2 have not been exhausted by the payment of “claims” or “suits”.

Our duty to defend ends when we have paid the applicable **LIMITS OF INSURANCE**.

## **SECTION VII - DEDUCTIBLE AMOUNT**

The **DEDUCTIBLE AMOUNT** shown in the Declarations or as specifically endorsed to the policy is your obligation and applies to each “confirmed release” reported and is the most you will pay for the sum of all “corrective action”, “claims” or “suits” and for all costs to investigate, contest, defend or appeal “claims”, or “suits” because of a “confirmed release”. The **DEDUCTIBLE AMOUNT** reduces the policy limit. You shall reimburse us for advancing any amounts paid by us within your deductible within 30 (thirty) days of our request for such reimbursement.

## **SECTION VIII - CONDITIONS**

### **1. Representations and Warranties**

By accepting this policy, you warrant:

- a. The statements in the Declarations, application, and supplemental material are accurate, true and complete; and
- b. The statements in the Declarations are based on representations you made to us; and
- c. As of the date you signed the application, you have disclosed to us all “confirmed releases”, and any facts or circumstances which could reasonably be expected to develop into a “confirmed release” as defined by our policy; and
- d. We have issued this policy in reliance upon your representations.

### **2. Changes**

This policy contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. The terms of this policy can be amended or waived only by an endorsement issued by us and made a part of this policy.

### **3. Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone who possesses proper temporary custody of your property will have your rights and duties, but only with respect to that property.

### **4. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy but in no event shall such bankruptcy or insolvency obligate us to pay any part or all of any applicable deductible, or otherwise impose any obligation on us under this Policy before the deductible is satisfied.

### **4. Pre-Existing Release**

The insured has the burden of proving that a "claim" is not related to a pre-existing "confirmed release". The Company has the right to recover from the insured all expense occurred in investigating a pre-existing "confirmed release" and any costs incurred in mitigating the environmental impact associated with any pre-existing "confirmed release."

### **5. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy term and up to three years afterward.

### **6. Inspections**

We shall be permitted but not obligated to inspect, sample or monitor at any time the insured's "scheduled storage tank systems". Neither our right nor our undertaking to make inspections, sample or monitor shall constitute an undertaking on the insured's behalf to determine or warrant that the property or operations are safe, healthful, conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

The Company shall have the right to modify, amend or delete any of the terms and conditions of this policy including the rights to charge additional premium and the rights to withdraw, rescind or void the policy, if its examination, audit or inspection reveals any material risk, hazard or condition that was not previously disclosed by the insured in the application or supplemental material, or which deviated from the information disclosed in the application or supplemental material.

### **8. Other Insurance**

The insurance provided under this policy is primary insurance, except when stated in the Declarations to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the "Insured" has other insurance which is stated to be applicable to the "claim", "cleanup costs" or "loss" on an excess basis, the amount of our liability under this policy shall not be reduced by the existence of such excess insurance.

### **9. State Trust Funds, Programs, and Plans**



In the event any insured recovers from any government funds available to you or others for any “claim”, “corrective action” or “suit” covered under this policy, we shall be entitled to recover from the insured: the portion of recovery that is equal to the amount of such “claim”, “corrective action” or “suit” paid by us in excess of any **DEDUCTIBLE AMOUNT** paid by the insured.

## 10. Separation of Insureds

Except with respect to **LIMITS OF INSURANCE, LIMIT OF DEFENSE, DEDUCTIBLE AMOUNT** and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Named Insured against whom “claims” or “suits” are made.

## 11. Transfer of Rights of Recovery

If you have rights to recover all or part of any payment we have made under this policy from other parties, including insurers, state funds, programs or plans, those rights are transferred to us. You must do nothing after loss to impair those rights to recover. At our request, you will pursue those rights or transfer those rights to us and help us enforce those rights to recover.

## 12. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver, to the insured shown in the Declarations, written notice of the nonrenewal, not less than sixty (60) days before the expiration date.

## 13. Premiums

The first Named Insured shown on the Policy Declarations:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums we pay.

## 14. Cancellation

The first Named Insured shown on the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of ten (10) days after a copy of such written notice is mailed or delivered to the first Named Insured. If we cancel for any other reason the cancellation will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is mailed or delivered to the first Named Insured. We will deliver our notice to the first Named Insured’s last mailing address known to us.

Notice of cancellation will state the effective date of cancellation. The “policy period” will end on that date. If the first Named Insured cancels, the earned premium shall be computed in accordance with the customary short rate table. If we cancel, the earned premium shall be computed pro rata or as specified by state law or regulation. Any return premium is subject to our retaining a minimum earned premium not less than twenty-five percent (25%) of the amount specified in the Declarations.

## 15. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but only after the actual trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **LIMITS OF INSURANCE**. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant, or the claimant's legal representative.

## **16. Acquisition or Operational Changes**

If at any time after signing the application the insured shall become aware of any material change in any of the facts declared or undeclared to the Company or if the insured shall subsequently receive information indicating a material increase in the exposure to which this policy relates, the insured shall, within thirty (30) days advise the Company in writing of such change or such exposure increase. The terms of this policy shall then be subject to renegotiation with regard to any new, additional or increased exposures resulting from such changes.

## SECTION IX - DUTIES IN THE EVENT OF A “CONFIRMED RELEASE”, “CLAIM” OR “SUIT”

1. Any “confirmed release” reported to us does not relieve you of any duties you may have under applicable laws or regulations for proper notification to the “implementing agency” which has jurisdiction over any such “confirmed release”. Notwithstanding the above, all notices of a “confirmed release” or receipt of a “suit” or “claim” must be forwarded in writing to the address shown in the **CLAIMS REPORTING** notice attached to this policy.

a. You must see to it that we are notified as soon as practicable of any insured becoming aware of any “pollution condition” which may result in a “claim” or any action or proceeding to impose an obligation on the insured for any “corrective action”. Notice should include:

(i) How, when and where the “pollution condition” took place;

(ii) The names and addresses of any injured persons and witnesses; and

(iii) The nature and location of any injury or damage arising out of the “pollution condition”. Notice of a “pollution condition” is not notice of a “claim”.

b. If a “claim” is made against any insured or any action or “suit” is initiated, you must see to it that we receive written notice of the “claim” or notice of action or “suit” as soon as practicable of any insured becoming aware of any such “claim”, action or “suit”.

c. The insured must:

(i) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any “claim” or “pollution condition” including but not limited to all correspondence between any insured and any third party claimant including but not limited to any “implementing agency”; and all demands, summonses, notices or other process or papers or papers filed with a court of law, administrative agency, “implementing agency” or an investigative body in connection with any “claim” or “pollution condition” or “confirmed release”.

(ii) Authorize us to obtain records and other information including, but not limited to all technical reports, laboratory data, field notes or any other documents generated by persons the insured has hired to investigate or remediate a “pollution condition”, all expert reports, investigations and data collected by experts the insured has retained, whether or not you intend to use the material for any purpose;

(iii) Cooperate with us in the investigation, settlement or defense of the “claim”; and

(iv) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may apply.

d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for minor first aid, without our consent.

e. We shall have the right, but not the duty, to participate in decisions regarding “corrective action” or remediation of a “pollution condition”, or to assume direct control over all aspects of such “corrective action” or remediation and the adjustment of any “claim” up to the applicable limit of liability.

2. You must permit us to inspect the “scheduled storage tank system(s)” in order to substantiate that the “bodily injury”, “property damage” or “pollution condition” was caused by a “confirmed release” from a “scheduled storage tank system(s)”.

3. If requested you must permit us to question you under oath at such times as may be reasonably required about any matter relating to a “confirmed release” including your books and records. Such sworn statement must be signed.

4. You must comply with all local, state and federal reporting requirements.
5. You must take immediate action in accordance with “ASTM” risk based “corrective action” standards and any applicable “implementing agency” laws and regulations to stop or contain the “confirmed release”.

#### **SECTION X - EXTENDED REPORTING PERIOD**

1. You shall be entitled to an automatic extended reporting period without additional charges upon termination of coverage as defined in this section. The automatic extended reporting period starts at the end of the “policy period” and lasts for six (6) months, except if the new or renewed policy following this policy has the same “retroactive date” or a “retroactive date” earlier than that of this policy. All coverage shall be subject to all of the policy terms, conditions and exclusions. The Automatic Extended Reporting Period shall only apply if no other similar insurance is in force at the time of the Automatic Extended Reporting Period. The Automatic Extended Reporting Period shall not in any way reinstate or increase the Limits of Insurance or extend the “policy period”.
2. In addition to the automatic extended reporting period, you shall be entitled to purchase an extended reporting period for up to three years in duration, except in the event of nonpayment of premium. The charge for an extended reporting period for three years in duration shall not be more than one hundred and fifty percent (150%) of the premium per “policy period”. The extended reporting period starts when the automatic extended reporting period, set forth in the above paragraph, ends.
3. Upon payment of the additional premium we shall issue an endorsement providing for an extended reporting period for up to three years, provided that you:
  - a. Make a written request for such endorsement which we receive within thirty (30) days after termination of coverage as defined herein; and
  - b. Pay the additional premium when due. If such additional premium is paid when due, the extended reporting period may not be canceled by us provided that all other terms and conditions of policy are met.
4. The “claim” first reported to us within the automatic extended reporting period and extended reporting period, if purchased in accordance with this section, shall be deemed to have been made on the last day of the “policy period”, and coverage shall apply under this policy provided that:
  - a. The “confirmed release” first commenced on after the “retroactive date” and before the end of the “policy period” and you first discovered the “confirmed release” and provided notice to us during the “policy period”.
  - b. The “confirmed release” first commenced on or after the “retroactive date” and before the end of the “policy period”; and the “claim” is otherwise covered under the terms and conditions of this policy.

5. For the purpose of this automatic extended reporting period and extended reporting period, if purchased, termination of coverage means:
  - a. In the event of cancellation, nonrenewal, or termination of this policy, except for non-payment of premium, fraud, or material changes in the use of “scheduled storage tank system”; and
  - b. With respect to specific “scheduled storage tank system(s)”:
    - (i) the deletion of such, “scheduled storage tank system” from this policy by us upon your request; or
    - (ii) the sale, leasing to others, giving away, or relinquishing of operational control of such “scheduled storage tank system(s)” by you.
6. If the automatic extended reporting period or an extended reporting period endorsement is in effect, we will provide **LIMITS OF INSURANCE** as shown in the Declarations but only for “claim(s)” first reported to us pursuant to the policy terms and conditions and the extended reporting period endorsement. The purchase of an extended reporting period does not reinstate or increase the limit of liability shown in the Declarations.

## SECTION XI – DEFINITIONS

1. “Abandonment” or “abandoned” means the discontinuance or operation of “scheduled storage tank system” without performing and completing any required closure of the “scheduled storage tank system” pursuant to any “implementing agency” order or direction.
2. “Arising from” means arising out of, relating to or resulting from.
3. “ASTM” means the American Society for Testing and Materials.
4. “Automobile” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
5. “Bodily injury” means physical injury, sickness or disease sustained by a person, including death, resulting from any of these, arising directly out of a “pollution condition”. “Bodily injury” includes mental anguish or emotional distress, but only if resulting directly from physical injury, sickness or disease sustained by the same person.
6. “Borrowed employee” means a person provided to you by a temporary labor or other firm to perform duties related to the conduct of your business.
7. “Claim” means a demand for payment of money or the taking of action by a third party or the “implementing agency” to remedy the “confirmed release”. A “claim” does not include the request for information, a notice of intent to reserve rights or an assertion of a potential problem.
8. “Confirmed release(s)” means “pollution conditions” that commences on or after the “retroactive date” shown in the Declarations and have been documented and verified to have occurred by means of a tank integrity test or other test procedure approved by an “implementing agency” in accordance with “storage tank environmental regulations”.

9. "Corrective action" means the expenses incurred for the investigation, evaluation, monitoring, testing, removal, containment, dilution, abatement, treatment, response, disposal, remediation, detoxification or neutralization of "pollutants" as mandated under regulations promulgated by the "implementing agency". "Corrective action" will be deemed to be completed upon receipt of written notice from the "implementing agency" stating that no further "response action" is required. "Corrective action" does not include costs incurred by the insured for the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of "pollutants" if there is no "confirmed release".

"Corrective action" does not include "property damage".

10. "Implementing agency" means a federal, state or local municipal governmental entity having jurisdiction over a "scheduled storage tank system", its contents or the "corrective action" of a "confirmed release" pursuant to "storage tank environmental regulations".

11. "Leased employee" means a person leased to you by a professional employer organization, employee-leasing company, or other firm under a contract or agreement, to perform duties related to the conduct of your business.

12. "Loading" or "unloading" means the transfer of a product from one vessel, container or tank to another.

13. "Petroleum product" means crude oil or any fraction thereof that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute, and any product that is derived there from.

14. "Policy period" means the period set forth in the Declarations, or any shorter period arising as a result of:

a. Cancellation of this policy; or

b. With respect to any "scheduled storage tank system(s)" listed by applicable endorsement to the policy:

(i) the deletion of such "scheduled storage tank system(s)" from this policy by us; or

(ii) the sale, leasing to others, giving away or "abandonment" of such "scheduled storage tank system(s)".

15. "Pollutants" means Antifreeze/Engine Coolants; Automotive Windshield-Washer Fluids and only those substances indicated as the "petroleum product" stored in each tank as listed on the storage tank application.

16. "Pollution condition" means any spilling, leaking, emitting, discharging, releasing, escaping or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, that originates within and directly emanates from a "scheduled storage tank system" into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

17. "Property damage" means:

a. Contamination of tangible property including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "confirmed release".

Any loss of use of tangible property shall be measured from the value of such property on the day of the "confirmed release". The definition of "property damage" does not include "corrective actions" or business interruption costs and/or expenses.

18. "Response action" means those operations and activities performed by a third party not affiliated with the insured, conducted in accordance with the "ASTM" risk based "corrective action" standards, if applicable, as a guide for remediation goals and objectives.
19. "Retroactive date" means the date set forth in the Declarations or attached "scheduled storage tank system" schedule and is the earliest date that a "confirmed release" can commence for coverage to be provided under this policy.
20. "Scheduled storage tank system(s)" means a stationary and permanently attached storage tank(s) owned or operated by you, including any connected piping, ancillary equipment, dispenser, appurtenances and containment system, as shown on the Declarations of this policy or in an applicable endorsement to the policy.
21. "Storage tank environmental regulations" means any Federal, state provincial or local laws (including but not limited to statutes, regulations, rules, ordinances, guidelines, or codes, governmental, judicial, or administrative orders and directives) in respect to the protection of the environment and a "scheduled storage tank system" that is made, enacted or adopted by an "implementing agency" which is in effect at the commencement of the policy.
22. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent; or any other alternative dispute proceeding in which set damages are alleged and to which you submit with our consent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DEDUCTIBLE ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION V - LIMITS OF INSURANCE.

**SCHEDULE**

<b>Amount and Basis of Deductible</b>	
N/A	per claim
See Endorsement CFSTP 00 525	per incident

**Application of Endorsement:** (Enter below any limitation on the application of this endorsement. If no limitation is entered, the deductible applies to all damages, however caused).

**NO LIMITATIONS**

In consideration of the payment of premiums, it is hereby agreed that the following changes are incorporated into the policy.

1. Our obligation under the policy to pay compensatory damages, "corrective action" or "claim related costs" to you or on your behalf applies only to the amount of compensatory damages, "corrective action" or "claim related costs" in excess of any deductible amount stated in the Schedule above, and the limits of insurance applicable to this policy will be reduced by the amount of such deductible amount.
2. The deductible amounts stated in the Schedule apply as follows:
  - A. **Per Claim Basis** - if the deductible is on a "per claim" basis, the deductible amount applies separately to all compensatory damages, "corrective action" and "claim related costs" because of "bodily injury", "property damage" or "corrective action" sustained by any one person or organization as the result of any one "confirmed release".
  - B. **Per Incident Basis** - if the deductible is on a "per incident" basis, the deductible amount applies to all compensatory damages, "corrective action" and "claim related costs" because of "bodily injury", "property damage" or "corrective action" as the result of any one "confirmed release" regardless of the number of persons or organizations who sustain compensatory damages because of that "confirmed release".
3. We will pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERED STORAGE TANK AND LOCATION ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in **SECTION V - LIMITS OF INSURANCE**.

In consideration of the payment of premiums, it is hereby agreed that the following are added to the policy as "scheduled storage tank system(s)":

Covered Storage Tank Systems							
Tank#	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	Crescent Beach Condominium Assoc. 100 N. Collier Blvd. Marco Island, FL 34145	AST	2016	300	Diesel	\$5,000	7/29/2018

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **LOADING OR UNLOADING COVERAGE ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the Policy.

This endorsement modifies insurance provided under the Policy:

The **Auto, Rolling Stock, Aircraft, or Watercraft** exclusion is amended to read as follows:

This insurance does not apply to any "claim", "corrective action", "suit" or costs to investigate, contest, defend, or appeal arising from:

**Auto, Rolling Stock, Aircraft, or Watercraft**

The ownership, entrustment, maintenance, use, operation, "loading", or "unloading" of any auto, rolling stock, aircraft, or watercraft. This exclusion does not apply to a "pollution condition" arising from the "loading" or "unloading" performed at a scheduled site that is necessary to operate the "scheduled storage tank system" and which is reported to us in accordance with the **Duties In The Event of a "Confirmed Release", "Claim", or "Suit"** section of this policy within ninety-six (96) hours from the time of the "confirmed release".

Solely as respects this endorsement, the definition of "pollution condition" is amended to read as follows:

"Pollution condition" means any spilling, leaking, emitting, discharging, releasing, escaping, or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water, including groundwater and that is released during "loading" or "unloading" performed at a scheduled site that is necessary to operate the "scheduled storage tank system" and which is reported to us in accordance with the **Duties In The Event of a "Confirmed Release", "Claim", or "Suit"** section of this policy within ninety-six (96) hours from the time of the "confirmed release".

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

# STATE OF FLORIDA STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

**Insurance Company or Risk Retention Group:**

Crum & Forster Specialty Insurance Company, herein referred to as "Insurer",  
[Name of insurance company or risk retention group]

305 Madison Avenue, Morristown, NJ 07960  
[Business address of Insurer]

Insurer is a(n) insurance company.  
[Insert "insurance company" or "risk retention group"]

**Insured:**

CRESCENT BEACH CONDOMINIUM ASSOCIATION, INC.  
[Name of owner or operator]

100 N. Collier Blvd. Marco Island FL 34145  
[Business address of owner or operator]

**Policy Number:** STP-415612                      **Endorsement Number:** \_\_\_\_\_  
[If applicable]

**Period of Coverage:** 10/03/2021 to 10/03/2022                      **Policy Effective Date:** 10/03/2021  
[Current policy period]

**Covered Locations:**

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

FDEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.
See Attachment		

**Endorsement:**

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of  
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are:

**Each Occurrence:** \$1,000,000

**Annual Aggregate:** \$1,000,000

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (f) of this Paragraph 2 are hereby amended to conform with subsections (a) through (f):

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.

  X   [Check here if the following paragraph, for claims-made policies, applies.]

- (f) The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

Eligible to provide insurance as an excess or surplus lines insurer in Florida

[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]


  
[Signature of Authorized Representative of Insurer]

Joshua Bowen, Senior Vice President  
[Name and Title]

305 Madison Avenue, Morristown, NJ 07960  
[Address]

(770) 810-2583  
[Telephone Number]

josh.bowen@cfins.com  
[Email Address]

  
[Signature of Witness or Notary]

Taylor Elliott  
[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1., is substantiated by [Select at least one]:

- embossed seal of Insurer
- X   electronic seal of Insurer
- signature is of Insurer's President
- signature matches signature on policy
- accompanying letter from Insurer's President verifies signatory has authority to amend policies

10/03/2021  
[Date of Witness or Notary]



**Crum & Forster Storage Tank Policy  
Schedule of Locations and Storage Tanks**

Effective as of 10/03/2021

**Attached to and forming part of Policy STP-415612**

Storage Tank System(s)								
Tank#	FDEP FacID	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	9502343	Crescent Beach Condominium Assoc. 100 N. Collier Blvd. Marco Island, FL 34145	AST	2016	300	Diesel	\$5,000	7/29/2018